

TENTATIVE AGREEMENT

ARTICLE ____

AVIATION INSURANCE

X.1 Washington Department of Fish and Wildlife agrees to continue to provide an insurance policy as authorized by statute or regulation for bargaining unit employees required to engage in unscheduled aircraft flights as a condition of their employment in the amount of \$100,000 for death and the present rate for dismemberment.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

BID SYSTEM

X.1 Applicability

A. This Article applies only to staff employed in the Departments of Corrections, the Department of Veteran's Affairs, and the Department of Fish and Wildlife Enforcement Sergeants.

B. This Article does not apply to the filling of non-permanent, on-call, project or career seasonal positions.

X.2 Definitions

For purposes of this Article only, the following definitions apply:

A. Bid Positions: Positions filled as a result of a bid.

B. Bid System: A process allowing employees with permanent status to submit bids to other positions within their employing institution in the same job classification in which they currently hold permanent status or have previously held status.

C. Position: A particular combination of shifts and days off.

X.3 Components of a Bid

Bids shall indicate the employee's choice of shift, days off and job classification. Employees shall be responsible for the accuracy of their bids. Each bid shall remain active for a period of six (6) months from the date submitted by the employee.

1

2 **X.4 Submittal and Withdrawal of Bids**

3 Any bids submitted after the date a vacancy is considered to have occurred shall
4 not be considered for that vacancy. Employees may withdraw their bids, in
5 writing, at any time prior to the referral.

6

7 **X.5 New Positions or Reallocated Positions**

8 When a new position is established or a current vacant position is changed, the
9 Employer will post the position for five (5) calendar days if the combination of
10 shift and days off does not currently exist.

11

12 **X.6 Vacancy**

13 For purposes of this Article, a vacancy occurs when:

14

15 A. An employee notifies management, in writing, that he or she intends to
16 vacate his or her position; or

17

18 B. Management notifies an employee, in writing, that the employee will be
19 removed from his or her position.

20

21 C. From Masters Mates and Pilots: A position's assigned day's off change
22 by one or more, or shift hours change by more than two hours. In these
23 cases, if the position is filled at the time of the change, the incumbent may
24 elect to remain in the position. If the incumbent elects not to remain in the
25 position, he may elect to assume a position currently occupied by an
26 employee with less unbroken state service than themselves within the
27 same job classification. This process shall continue until all bargaining
28 unit positions are filled.

29

30 **X.7 Awarding a Bid for Washington State Nurses Association and Master Mates**
31 **and Pilots.**

1 When a permanent vacancy occurs, the Employer shall determine if any employee
2 has submitted a transfer or a voluntary demotion request for the shift and days off.
3 Seniority shall prevail provided the employee has the skills and abilities necessary
4 to perform the duties of the position.

5
6 An employee's bid request may be turned down if the employee has documented
7 attendance or performance problems.
8

9 **X.8 Commitment Following and Award or Refusal of a Bid**

10 When an employee has been awarded a bid, or refuses an awarded bid, the
11 employee will be prohibited from requesting other bids for a minimum of six (6)
12 months. The six (6) month period will begin on the first day the employee is
13 assigned the new shift and/or days off. All other active bids the employee has on
14 file will be removed from the bid system.
15

16 **X.9 Reassignment from a Bid Position**

17 Nothing in this Article shall preclude management's right to reassign an employee
18 from his or her bid position to another position on a different shift or to a position
19 with different days off, provided the employee is notified, in writing, of the
20 reason(s) for the reassignment.
21

22 **X.10 Department of Fish and Wildlife – Enforcement Division**

23
24 A. Openings will be posted via U.S. mail and department e-mail, for a period
25 of not less than fourteen (14) calendar days. Eligible employees may bid
26 on openings during the posting period.
27

28 B. If a new or vacant position is to be filled, seniority will prevail.
29

30 C. Employees who are awarded a bid will fill the position thirty (30) calendar
31 days following the notification of selection. Sergeants will be paid per
32 diem when in authorized travel status during this period.

1
2 D. Sergeants will have a ninety (90) calendar day period to establish a
3 permanent residence after filling the bid. Sergeants must establish a
4 permanent residence within thirty five (35) miles of the office and within
5 their detachment boundaries. In the event the department relocates a
6 detachment office that increases the mileage from a current Sergeants
7 residence the Sergeant will not be required to relocate. In the event the
8 department has not established a detachment office, the Sergeants may use
9 their residence as the office. When this occurs, the Department shall
10 establish a clearly defined geographical area within which a Sergeant must
11 establish a permanent residence.

12
13 E. Permanent residence is defined as where a Sergeant physically lives or
14 physically resides: The methods normally used to determine residency
15 will be as follows:

- 16
17 1. Mailing address,
18 2. Utility and service bills,
19 3. Residence, Rental or ownership agreement,
20 4. Telephone number.

21
22 F. The parties agree that the Sergeant's residence will be the official duty
23 station.

24
25 For the Employer:

For the Union:

26
27
28
29 _____
Steve McLain Date
30 Chief Spokesperson
31

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

CLASSIFICATION

X.1 Classification Plan Revisions

- A.** The Employer will provide to the Union in writing any proposed changes to the classification plan including descriptions for newly created classifications. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.
- B.** The Employer will assign newly created positions to the appropriate classification within the classification plan.

X.2 Position Review

Employee Initiated Review

An individual employee who believes that the duties of his or her position have changed, or that his or her position is improperly classified may request a review according to the following procedure:

- A.** The employee and/or the employee's immediate supervisor will complete and sign the appropriate form as determined by the Department of Personnel.
- B.** The supervisor will then send the completed form to the Agency Human Resources Office. The Agency Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the Agency.
- C.** In the event the employee disagrees with the reallocation decision of the Agency, he or she may appeal the Agency decision to the Director of the Department of Personnel within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the Department of Personnel will then make a written determination which will be provided to the employee.

D. The employee may appeal the determination of the Director of the Department of Personnel to the Personnel Appeals Board through December 31, 2005 and to the Washington Personnel Resources Board after December 31, 2005 within thirty (30) calendar days of being provided the written decision of the Director of Personnel. The appropriate board will render a decision which will be final and binding.

E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Agency.

X.3 Effect of Reallocation:

A. Reallocation to a Class With a Higher Salary Range Maximum

1. If the employee has performed the higher-level duties for at least twelve (12) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least twelve (12) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article X of this Agreement applies. If the employee is appointed, he or she must serve a trial service period.

B. Reallocation to a Class with an Equal Salary Range Maximum

1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.
2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article X of this Agreement applies.

C. Reallocation to a Class with a Lower Salary Range Maximum

1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains the existing appointment status and has the right to be placed on the employer's internal layoff list for the classification occupied prior to the reallocation.
2. If the employee chooses to vacate the position or does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article X of this Agreement applies.

X.4 Salary Impact of Reallocation

An employee whose position is reallocated will have his or her salary determined as follows:

A. Reallocation to a class with a higher salary range maximum

Upon appointment to the higher class, the employee's base salary will be increased as follows:

Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

B. Reallocation to a class with an equal salary range maximum

The employee retains his or her previous base salary.

C. Reallocation to a class with a lower salary range maximum

The employee will be paid an amount equal to his or her current salary until the new salary range equals the employee's pay at the time of reallocation.

X.5 Decisions regarding appropriate classification will go through the appeal process described in this Article and are not subject to the grievance and arbitration procedure specified in this Agreement.

For the Employer:

For the Union:

Steve McLain
Chief Spokesperson

Rhonda Fenrich
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

COMPENSATION

X.1 Pay Range Assignments

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the “Washington State Salary Schedule for General Government and Higher Education – Effective July 1, 2001” (State Salary Schedule) as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2005.
- B. Effective July 1, 2005, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix A, attached.
- C. Effective July 1, 2006, all salary ranges and steps of the State Salary Schedule which will become effective on July 1, 2005 will be increased by 1.6%, as shown in Compensation Appendix B, attached. This State Salary Schedule will remain in effect for twelve (12) months.
- D. Employees who are paid above the maximum for their range on the effective dates of the increases described in B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

X.2 “N” Pay Range Assignments

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the “N Range Salary Schedule – Effective July 1, 2002” as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the “N” Range Salary Schedule that he or she was assigned on June 30, 2005.

1 B. Effective July 1, 2005, all salary ranges and steps of the "N" Range Salary
2 Schedule will be increased by 3.2%, as shown in Compensation Appendix C,
3 attached.

4
5 C. Effective July 1, 2006, all salary ranges and steps of the State Salary Schedule
6 which will become effective on July 1, 2005 will be increased by 1.6%, as shown
7 in Compensation Appendix D, attached. This State Salary Schedule will remain in
8 effect for twelve (12) months.

9
10 D. Employees who are paid above the maximum for their range on the effective
11 dates of the increases described in B and C above will not receive the specified
12 increase to their current pay unless the new range encompasses their current rate
13 of pay.

14
15 **X.3 "SP" Pay Range Assignments**

16 A. Effective July 1, 2005, each classification represented by the Union will continue
17 to be assigned to the same salary range of the "SP" Range Salary Schedule –
18 Effective July 1, 2001" as it was assigned on June 30, 2005. Effective July 1,
19 2005, each employee will continue to be assigned to the same range and step of
20 the "SP" Range Salary Schedule that he or she was assigned on June 30, 2005.

21
22 B. Effective July 1, 2005, all salary ranges and steps of the "SP" Range Salary
23 Schedule will be increased by 3.2%, as shown in Compensation Appendix E,
24 attached.

25
26 C. Effective July 1, 2006, all salary ranges and steps of the State Salary Schedule
27 which will become effective on July 1, 2005 will be increased by 1.6%, as shown
28 in Compensation Appendix F, attached. This State Salary Schedule will remain in
29 effect for twelve (12) months.

30
31 D. Employees who are paid above the maximum for their range on the effective
32 dates of the increases described in B and C above will not receive the specified

1 increase to their current pay unless the new range encompasses their current rate
2 of pay.

3
4 **X.4 Classification Consolidation**

5 Pursuant to RCW 41.06.136 (2) (b), the Employer will provide an estimated five million
6 dollars (\$5,000,000) general fund-state to implement the initial phases of the Department
7 of Personnel's Classification Consolidation Project.

8
9 **X.5** The Employer will provide an estimated twenty million dollars (\$20,000,000) general
10 fund-state for the purpose of making salary adjustments to the classifications listed in
11 Compensation Appendix G of which, for this proposal is an estimated five hundred and
12 sixty six thousand (\$566,000). In addition the employer will provide an estimated one
13 million nine hundred ninety eight thousand (\$1,998,000) of other funds.

14
15 **X.6 Pay for Performing the Duties of a Higher Classification**

16 A. Employees who are temporarily assigned the full scope of duties and
17 responsibilities for more than thirty (30) calendar days to a higher level
18 classification whose range is less than six (6) ranges higher than the range of the
19 former class will be notified in writing and will be advanced to a step of the range
20 for the new class, which is nearest to five percent (5%) higher than the amount of
21 the pre-promotional step.

22
23 B. Employees who are temporarily assigned the full scope of duties and
24 responsibilities for more than thirty (30) calendar days to a higher level
25 classification whose range is six (6) or more ranges higher than the range of the
26 former class will be notified in writing and will be advanced to a step of the range
27 for the new class, which is nearest to ten percent (10%) higher than the amount of
28 the pre-promotional step.

29
30 **X.7 Establishing Salaries for New Employees and New Classifications**

31 A. The Employer will assign newly hired employees to the appropriate range
32 and step of the appropriate State Salary Schedules as described in Compensation
33 Appendices A, B, C, D, E and F attached.

1 B. The salary of employees in classes requiring licensure as a registered nurse will
2 be governed by the "N" Range Salary Schedule.

3 1. An employee's experience as a registered nurse (RN) and/or licensed
4 practical nurse (LPN), calculated as follows, will determine the placement
5 of an employee on the proper step within an "N" range:

6 a. RN experience will be credited year for year.

7 b. Up to ten (10) years LPN experience will be credited at the rate of two
8 (2) years LPN experience equals one (1) year of RN experience, for a
9 maximum credit of five (5) years.

10 C. In the event the Employer creates new classifications during the term of this
11 agreement, the union may exercise its right to bargain assignment of new
12 bargaining unit classes or the reassignment of existing bargaining unit classes to
13 pay ranges if a change in pay is proposed.
14

15 **X.8 Periodic Increases**

16 Employees will receive periodic increases as follows:

17 A. Employees who are hired at the minimum step of the pay range will receive a two
18 (2) step increase to base salary following completion of six (6) months of service,
19 and an additional two (2) step increase annually thereafter, until they reach the top
20 of the pay range. Employees governed by the "N" range salary schedule that have
21 reached step K, will receive a one step increase based on years of experience up to
22 the maximum of the range.

23
24 B. Employees who are hired above the minimum step of the salary range will receive
25 a two (2) step increase annually, on their hire date, until they reach the top of the
26 pay range.

27
28 C. Employees in classes that have pay ranges shorter than a standard range will
29 receive their periodic increases at the same intervals as employees in classes with

standard ranges in accordance with Sub-Section X.8, A, above.

X.9 Salary Assignment Upon Promotion

A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

C. Geographic Adjustments

The appointing authority may authorize more than the step increases specified in sub-sections X.9, A and B, above, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

D. Promotions for Registered Nurse's

1. Promotional increases for classes requiring licensure as a registered nurse ("N" ranges) are calculated in the manner described below.

2. An employee who is promoted into or between classes, which have pay range "N" will advance to the step in the new range, as shown in the "N" Range Salary Schedule, as described in X.2, which represents the greater of (a), (b) or (c) below.

a. Placement on the step which coincides with the employee's total length of experience as a registered nurse (RN) and/or licensed practical nurse (LPN). Experience will be credited as follows:

1. RN experience will be credited year for year.
2. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN experience, for a maximum credit of five (5) years.

Or

- b. Placement on the step of the new range, which is nearest to a minimum of five percent (5%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a five percent (5%) increase, but the amount must be on a step within the salary range for the class.

Or

- c. The appointing authority will advance an employee who is promoted under any one or more of the following conditions to the step of the range for the new class, which is nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a ten percent 10% increase, but the amount must be on a step within the salary range for the class.

1. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee's former class.
2. When the employee is promoted over an intervening class in the same class series.
3. When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion.

- 1 4. When an employee's promotion requires a change of residence to
2 another geographic area to be within a reasonable commuting distance
3 of the new place of work.

4 **X.10 Demotion**

5 An employee who voluntarily demotes to another position with a lower salary range
6 maximum will be placed in the new range at a salary equal to his or her previous base
7 salary. If the previous base salary exceeds the new range, the employee's base salary
8 will be set equal to the new range maximum.

9
10 **X.11 Transfer**

11 A transfer is defined as an employee-initiated move of an employee from a position to
12 another position within or between agencies in the same class or a different class with
13 the same salary range maximum. Transferred employees will retain their current base
14 salary.

15
16 **X.12 Reassignment**

17 Reassignment is defined as an agency-initiated move of an employee within the agency
18 from one position to another in the same class or a different class with the same salary
19 range maximum. Upon reassignment, an employee retains his or her current base
20 salary.

21
22 **X.13 Reversion**

23 Reversion is defined as voluntary or involuntary movement of an employee during the
24 trial service period to the class the employee most recently held permanent status in, to
25 a class in the same or lower salary range, or separation placement onto the employer's
26 internal layoff list. Upon reversion, the base salary the employee was receiving prior to
27 promotion will be reinstated.

28 **X.14 Elevation**

29 Elevation is defined as restoring an employee to the higher classification, with
30 permanent status, which was held prior to being granted a demotion or to a class that is
31 between the current class and the class from which the employee was demoted. Upon

elevation, an employee's salary will be determined in the same manner that is provided for promotion, subsection X.9, above.

X.15 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may elect to be paid the appropriate hourly rate for all hours worked.

X.16 Callback

A. Work Preceding or Following a Scheduled Work Shift

Overtime-eligible employees will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.

1. Lack of such notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.
2. The Employer may cancel a callback notification to work extra hours at any time but cancellation will not waive the penalty cited in this Subsection.
3. These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Days Off or Holidays

The Employer may assign employees to work on a day off or holiday. Overtime eligible employees will be notified of such assignments at least prior to the employees' normal quitting times on their second workday preceding the day off or holiday (except Sunday when it is within the assigned work shift).

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.

- 1 2. The Employer may cancel work assigned on a day off or holiday.
2 However, if the Employer does not notify affected employees of such
3 cancellation at least prior to their normal quitting times on their second
4 work day preceding the day off or holiday work assignment, affected
5 employees will receive a penalty payment of three (3) hours pay at the
6 basic salary.

7 These provisions will apply to employees on paid leave status.
8

9 **X.17 Shift Premium**

10 A. For purposes of this section, the following definitions apply:

- 11 1. Evening shift is a work shift of eight (8) or more hours which ends at or after
12 10:00 p.m.
13 2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.
14

15 B. A basic shift premium of \$0.50 per hour will be paid to full-time employees under
16 the following circumstances:

- 17 1. Regularly scheduled evening and night shift employees are entitled to shift
18 premium for all hours worked.
19
20 2. Regularly scheduled day shift employees are not entitled to shift premium
21 unless:
22
23 a. The employee's regular or temporary scheduled work shift includes hours
24 after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change
25 pay, or callback compensation is received. Shift premium is paid only for
26 those hours actually worked after 6:00 p.m. and before 6:00 a.m.
27
28 b. The employee is temporarily assigned a full evening or night shift where
29 no overtime, schedule change pay, or callback compensation is received.
30 Shift premium is paid only for all evening or night shift hours worked in
31 this circumstance.
32

1 3. Employees regularly scheduled to work at least one (1), but not all, evening
2 and/or night shifts are entitled to shift premium for those shifts. Additionally,
3 these employees are entitled to shift premium for all hours adjoining that
4 evening or night shift which are worked

5 4. Those employees who work evening and night shift, who are in travel status,
6 will be provided a meal per diem equal to that per diem allotted to day shift
7 workers while in travel status as authorized by OFM regulation.

8
9 C. Part-time and on-call employees will be entitled to basic shift premium under the
10 following circumstances:

11 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

12 2. For assigned full evening or night shifts, as defined in sub-section B.2 above.

13
14
15 D. In cases where shift premium hours are regularly scheduled over a year, agencies
16 may pay shift premium at a monthly rate which is equal for all months of the year.
17 Monthly rates will be calculated by dividing twelve into the amount of shift
18 premium an employee would earn in a year if the hourly rules in sub-section B.2 of
19 this section were applied.

20
21 E. When an employee is compensated for working overtime during hours for which
22 shift premium is authorized in this section, the overtime rate shall be calculated
23 using the "regular rate".

24
25 F. Employees eligible for shift premium for their regularly scheduled shifts will
26 receive the same proportion of shift premium for respective periods of authorized
27 paid leave and for holidays not worked which fall within their regularly scheduled
28 shift.

29
30
31 **X.18 Shift Premium for Registered Nurses and Related Classes**

32 Registered nurses 1-4 and related job classes requiring licensure as a registered nurse,
33 licensed practical nurse 1-3, mental health licensed practical nurse 2-4, and psychiatric

security nurse will receive \$1.50 an hour shift differential for evening shift and night shift work.

X.19 Supplemental Shift Premium for Nurses

For the classes of registered nurse 1-4 and related job classes requiring licensure as a registered nurse, supplemental shift premium will be paid in the amounts and under the conditions described below. Employees may qualify for one or both of these supplemental shift premiums.

- A. \$1.00 an hour during any hours assigned to work or while on paid leave from 11:00 p.m. until 7:00 a.m.
- B. \$3.00 an hour during any hours worked or while on paid leave from Friday midnight to Sunday midnight.
- C. Supplemental shift premiums are payable regardless of employment status and/or whether the work was prescheduled.
- D. Supplemental shift premiums are not payable during hours other than those specified.

X.20 Standby

A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

- 1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site.
- 2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

C. When the nature of a work assignment confines an employee during off duty hours

and that confinement is a normal condition of work in the employee's position,
standby compensation is not required merely because the employee is confined.

D. Employees on standby status will be compensated at a rate of seven percent (7%) of
their hourly base salary for time spent in standby status.

X.21 Relocation Compensation

A. The Employer may authorize lump sum relocation compensation, within existing
budgetary resources, under the following conditions:

1. When it is reasonably necessary that a person make a domiciliary move in
accepting a reassignment or appointment; or
2. It is necessary to successfully recruit or retain a qualified candidate or
employee who will have to make a domiciliary move in order to accept the
position.

B. If the employee receiving the relocation payment terminates or causes termination
of his or her employment with the state within one year of the date of employment,
the state will be entitled to reimbursement for the moving costs which have been
paid and may withhold such sum as necessary from any amounts due the employee.
Termination as a result of layoff, or disability separation will not require the
employee to repay the relocation compensation.

X.22 Salary Overpayment Recovery

All recovery under this section shall be limited to a maximum of six (6) months from
the date of notification to the employee of the error.

A. When an agency has determined that an employee has been overpaid wages, the
agency will provide written notice to the employee which will include the
following items:

1. The amount of the over payment
2. The basis for the claim
3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

The employee has the following options for paying back the overpayment:

1. Voluntary wage deduction
2. Cash
3. Check

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the Grievance Procedure, Article X, of this Agreement.

X.23 Assignment Pay Provisions

Assignment pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect.

A. An employer may grant assignment pay to a position to recognize specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The employer determines which positions qualify for the premium.

B. Classes approved for Assignment Pay have the letters "AP" appearing after their class title in the compensation plan. All Assignment Pay rates and Special Pay Ranges and Notes are attached as Compensation Appendices H and I to this agreement.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

Compensation Appendix A
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed General Service Salary Schedule for General Government and Higher

Education Represented Employees

Effective July 1, 2005

(This salary schedule will reflect increases specified in X.1 B)

Compensation Appendix B
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed General Service Salary Schedule for General Government and Higher

Education

Effective July 1, 2006

(This salary schedule will reflect increases specified in X.1 C)

Compensation Appendix C
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed “N” Range Salary Schedule

Effective July 1, 2005

(This salary schedule will reflect increases specified in X.2 B)

Compensation Appendix D
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed "N" Range Salary Schedule

Effective July 1, 2006

(This salary schedule will reflect increases specified in X.2 C)

Compensation Appendix E
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed "SP" Range Salary Schedule

Effective July 1, 2005

(This salary schedule will reflect increases specified in X.3 B)

Compensation Appendix F
Placeholder

WASHINGTON STATE DEPARTMENT OF PERSONNEL

Proposed "SP" Range Salary Schedule

Effective July 1, 2006

(This salary schedule will reflect increases specified in X.3C)

Compensation Appendix G

State of Washington

Office of Financial Management

25% Salary Survey Implementation - General Government

The following classifications will receive pay increases necessary to bring them within 25% of the prevailing rate in accordance with the Department of Personnel's 2002 Salary Survey.

The Coalition

<u>Job Class</u>	<u>Percent Change</u>
41143 F&W SERGEANT	12.5
43350 ELEC CONS INSP	10.0
43352 ELEC CNST INSP L	10.0
43360 ELEC INSP FSTS	10.0
43390 ELEC PLANS EXMNR	10.0
43450 COMPL SPEC SUPV	10.0
43620 MOB HOME PLN EXM	10.0
43870 CNST CMPL INSP 1	10.0
43890 SPEC CMPL TEC SP	10.0

9/21/2004

Classifications listed in this Appendix reflect the matching of classifications listed in the Department of Personnel's 2002 Salary Survey, and the classification data that agencies provided in the OFM Compensation Impact Model Agency Interface

TENTATIVE AGREEMENT

ARTICLE _____

CONTRACTING

~~The Employer will determine which agency services will be subject to competitive contracting and which services will be implemented in accordance with RCW 41.06.142, Department of General Administration Chapter 236-51 WAC, and Department of Personnel WAC 357-XX-XXX.~~

Both parties agree to remain silent on this issue.

For the Employer:

For the Union:

Steve McLain

Date

Rhonda Fenrich

Date

TENTATIVE AGREEMENT

ARTICLE ____

DEFENSE AND INDEMNIFICATION

X.1 Employee Liability

In the event an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of his or her employment for the state, he or she has the right to request representation and indemnification through his or her agency in accordance with RCW 4.298.060 and 070 and agency policy.

X.2 Section 1.

All permanent licensed Masters may purchase insurance to defend himself or herself in any Coast Guard investigation of a marine incident, or Coast Guard action against the employee's license resulting from such incident. Upon proof of purchase, Management will reimburse each Master on a quarterly basis, \$50.00.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

DISCIPLINE

X.1 Employers will not discipline any permanent employee without just cause.

X.2 When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

X.3 Discipline includes oral and written reprimands, reduction in pay, suspension, demotion, and discharge.

X.4 All agency policies regarding investigatory procedures related to alleged staff misconduct are rescinded. The Employer has the authority to determine the method and develop appropriate guidelines for conducting investigations and will notify the union.

X.5

A. The Employer will notify the employee in advance of an investigatory interview and the nature of the interview. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative.

B. The role of the representative is to provide assistance and counsel to the employee, rather than serve as an adversary to the investigator. The exercise of rights in this Article must not interfere with the Employer's right to conduct the investigation.

X.6 Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee of the reasons for the contemplated discipline and an explanation of the

evidence. The employee will be provided an opportunity to respond in writing or in person.

X.7 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article X. Oral reprimands, however, may only be processed through the agency head step of the grievance procedure.

X.8 Copies of disciplinary actions, except for oral reprimands, will be sent to the Union at the time it is given to the employee.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

DRUG AND ALCOHOL FREE WORKPLACE

X.1 All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

X.2 **Possession of Alcohol and Illegal Drugs**

A. Employees may not use or possess alcohol in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business except when:

1. The premises are considered residences, or

2. The premises or state vehicles are used for the transportation of, purchase, distribution and sale of alcohol pursuant to state law.

B. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

X.3 **Prescription and Over-the-Counter Medications**

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

X.4 **Drug and Alcohol Testing – Safety Sensitive Functions**

A. Employees required to have a Commercial Driver's License (CDL) or to be tested by the United States Coast Guard, are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of

1 Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal
2 Omnibus Transportation Employee Testing Act of 1991. The testing will be
3 conducted in accordance with current agency policy.

4
5 B. In addition, employees who perform other safety-sensitive functions are subject to
6 pre-employment, post-accident, post-firearm shooting incidents, and reasonable
7 suspicion testing in accordance with agency policy. For the purposes of this Article,
8 employees who perform other safety-sensitive functions are those issued firearms and
9 those licensed health care professionals who administer or dispense medications as
10 part of their job duties.

11
12 1 For employees who perform other safety-sensitive functions, a post-firearm
13 shooting drug and alcohol testing may be conducted for any shooting incident
14 involving a person for any accidental discharge of a firearm.

15
16 2 For employees who perform other safety-sensitive functions, a post-accident drug
17 and alcohol testing may be conducted when a work-related incident has occurred
18 involving death, serious bodily injury or significant property/environmental
19 damage, or the potential for death, serious injury, or significant
20 property/environmental damage, and when the employee's action(s) or inaction(s)
21 either contributed to the incident or cannot be completely discounted as a
22 contributing factor.

23
24 **X.5 Reasonable Suspicion Testing**

25 A. Reasonable suspicion testing for alcohol or controlled substances may be directed by
26 the Employer for any employee when there is reason to suspect that alcohol or
27 controlled substance usage may be adversely affecting the employee's job
28 performance or that the employee may present a danger to the physical safety of the
29 employee or others. Specific objective grounds must be stated in writing that
30 support the reasonable suspicion.
31

1 B. Referral – Referral for testing will be made on the basis of specific written objective
2 grounds documented by a supervisor who has attended the training on detecting the
3 signs/symptoms of being affected by controlled substances/alcohol.

4
5 C. Testing – When reasonable suspicion exists, employees must submit to alcohol and/or
6 controlled substance testing when required by the Employer. A refusal to test is
7 considered the same as a positive test. When an employee is referred for testing, he
8 or she will be removed immediately from duty and transported to the collection site.
9 The cost of reasonable suspicion testing, including the employee's salary will be paid
10 by the Employer.

11
12 Testing will be conducted in such a way to ensure maximum accuracy and reliability
13 by using the techniques, chain of custody procedures, equipment and laboratory
14 facilities, which have been approved by the U.S. Department of Health and Human
15 Services. All employees notified of a positive controlled substance or alcohol test
16 result may request an independent test of their split sample at the employee's
17 expense. If the test result is negative, the Employer will reimburse the employee for
18 the cost of the split sample test.

19
20 An employee who has a positive alcohol test and/or a positive controlled substance
21 test may be subject to disciplinary action, up to and including discharge based on the
22 incident that prompted the testing.

23
24 **X.6 Training**

25 Training will be made available to managers, supervisors and leadworkers. The training
26 will include:

27
28 A. The elements of the Employer's Drug and Alcohol Free Workplace Program;

29
30 B. The effects of drugs and alcohol in the workplace;

31
32 C. Behavioral symptoms of being affected by controlled substances and/or alcohol; and
33

1 D. Rehabilitation services available.

2
3 X.7 Rehabilitation

4 The Employer may use the results of the drug and alcohol test to require the employee to
5 successfully complete a rehabilitation plan.
6
7

8 For the Employer:

For the Union:

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10
11
12 _____
13 Steve McLain Date
14 Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

DUES DEDUCTION

X.1 Union Dues

When an employee provides written authorization to the Employer, the employer will deduct from the employee's salary, an amount equal to the fees and dues required to be a member of the Union.

X.2 Agency Shop

Bargaining units with agency shop provisions in place before July 1, 2004, will continue to be entitled to that benefit.

A. When the Employer hires, transfers, or promotes an employee into a classification represented by the Union, the employer will notify the employee of his/her obligation under an agency shop provision and shall notify the Union of that hire, transfer or promotion.

B. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

C. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are members, will make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.

1 D. The Union will establish a procedure that any employee who makes a request may
2 pay a representation fee equal to a pro rata share of collective bargaining
3 expenses, rather than the full membership fee.

4
5 E. The Union will notify new employees of the above provisions. If an employee
6 fails to meet these conditions, the Union will notify the Employer and inform the
7 employee that his or her employment will be discharged if the employee does not
8 comply with the requirements of X.2.

9
10 **X.3 Dues Cancellation**

11 An employee may cancel his or her payroll deduction of dues by written notice to the
12 Employer and the Union. The cancellation will become effective on the second payroll
13 after receipt of the notice. However, the cancellation may cause the employee to be
14 discharged, subject to Section X.2.D, above.

15
16 **X.4 Indemnification**

17 The Employer will be held harmless by the Union and employees for compliance with
18 this Article and any issues related to the deduction of dues and fees.

19
20 **X.5 Employee Status Reports**

21 A. Every three months beginning July 1, 2005 the Employer will provide to each
22 Coalition Exclusive Bargaining Representative a list of all employees in their
23 bargaining units. The written list shall contain the agency, employee's name,
24 mailing address, job classification, work unit and bargaining unit code. The
25 Coalition Exclusive Bargaining Representative shall maintain the confidentiality
26 of all employees' mailing addresses.

1
2 B. Monthly, the Employer will provide each Coalition Exclusive Bargaining
3 Representative a list of all employees who have been appointed to, separated
4 from, or promoted in or out of their bargaining units.
5
6

7 For the Employer:

For the Union:

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9
10
11 _____
12 Steve McLain Date
13 Chief Spokesperson
14

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

DURATION

X.1 All provisions of this Agreement will become effective July 1, 2005, and will remain in full force and effect through June 30, 2007.

X.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2006 and no later than January 31, 2006. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

For the Employer:

For the Union:

Steve McLain
Chief Spokesperson

Rhonda Fenrich
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

DUTY STATIONS

Washington Association of Professional Biologists

X.1 The Department desires to provide office space outside of the home for field employees. In the absence of such assigned office space the employee may be asked to use their home as their official duty station.

If the official duty station is the employee's residence and public phone contact at the residence is a job requirement:

A. The Department shall provide a dedicated, official phone line, phone, and answering machine, which may be used only to conduct state business;

B. The employee shall be required to answer the official line only during normal work hours.

C. Only the official phone number shall be published and/or given to the public;

D. The employee may be contacted by the Department during an emergency on their personal telephone lines;

E. The state vehicles may be taken to the residence.

F. The Department shall provide storage space for Department boats and other equipment.

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- X.2 The Department shall establish a geographical area within which each field employee, not located in an office, must establish a permanent residence. Current duty stations are considered to conform with this section.
- X.3 Duty station changes will be discussed with employees sufficiently in advance of implementation to allow consideration of options.
- X.4 Exceptions to the above residency requirement will be considered in light of an employee's personal circumstances by the Department on a case-by-case basis and may be granted if department objectives will be met.
- X.5 The Department will not close or consolidate duty stations nor shall it reorganize operations without discussion with the Association regarding the impact of that decision.

International Brotherhood of Electrical Workers

- X.6 It shall be the duty of Management to establish the permanent duty station of each employee.
- X.7 Permanent Duty Station
- Each employee's permanent duty station shall be the Service Location or a designated office or address in such other community as may be designated for employees assigned to a Region. The permanent duty station for employees assigned to headquarters shall be the state office or a designated office or address in the Olympia area.
- X.8 Prior to effecting a change in the permanent duty station of an employee, it shall be reported to the Department Personnel Officer accompanied by a letter of consent signed by the affected employee.

1
2 X.9 Management will provide a reasonable amount of time for employees to complete
3 their paperwork. Additional time, if necessary, will be granted for file
4 maintenance and compliance investigations. This additional time shall be
5 mutually agreed upon between the employee and his supervisor.

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9 For the Employer:

For the Union:

10
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13 _____
14 Steve McLain Date
15 Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

ENTIRE AGREEMENT

- X.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties, is null and void, unless specifically preserved in this agreement.
- X.2 With regard to WACs 356 and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- X.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.
- X.4 During the negotiations of the Agreement, each party had opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject matter referred to or covered in this Agreement.
- X.5 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of these changes and the Union may request discussions about and/or negotiations within the notice period. In the event the Union does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency conditions that are outside the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.
- The parties will agree to the location and time of the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

Evergreen Standard

All provisions of this Agreement shall become effective on July 1, 2005 and shall continue to be in full force and effect through June 30, 2007.

If the agreement expires while renegotiation between the Union and Employer are underway for a successor agreement the terms and conditions of the Agreement shall remain in full force and effect for one year (consistent with the intent of RCW 41.80.010(7)).

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

FAMILY AND MEDICAL LEAVE

- X.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:
1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child; or
 2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
 3. Family medical leave to care for a spouse, son, daughter, or parent who suffers from a serious health condition that requires on-site care or supervision by the employee.
- B. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.
- X.2 The twelve (12) week FMLA leave entitlement is available to the employee, provided that eligibility requirements listed in Section X.1 are met. The FMLA leave entitlement

period will be a rolling twelve (12) month period measured forward from the date an employee begins FMLA leave. Each time an employee takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

X.3 The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. The employee will be required to pay his or her share of health care premiums.

X.4 The Employer has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave (excluding compensatory time) for an FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Employees will be required to exhaust all paid leave (excluding compensatory time) prior to using any leave without pay, except for FMLA leave for a work-related injury or illness. Leave for a work-related injury, covered by workers' compensation or assault benefits, will also run concurrently with the FMLA.

X.5 A. Parental leave will be granted to the employee for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to six months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at Step 3 of the grievance procedure in Article X.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay.

C. Leave for sickness or temporary disability because of pregnancy or childbirth will be in addition to twelve (12) weeks of FMLA leave used for parental leave.

X.6 Serious health condition leave consistent with the requirements of the FMLA will be granted to an employee in order to care for a spouse, son, daughter, or parent who suffers from a serious medical condition that requires on-site care or supervision by the employee. Personal medical leave consistent with the requirements of the FMLA will be granted to an employee for his or her own serious health condition that requires the employee's absence from work. The Employer may require that such personal medical leave or serious health condition leave be supported by certification from the employee's or family member's health care provider.

X.7 Personal medical leave or serious health condition leave covered by the FMLA may be taken intermittently when certified as medically necessary.

X.8 Upon returning to work after the employee's own FMLA-qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider.

X.9 The employee will provide the Employer with not less than thirty (30) day notice before the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice when feasible.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

GRIEVANCE PROCEDURE

X.1 The purpose of this article is to provide for an orderly method of resolving disputes over the provisions of this Agreement. Whenever possible, disputes should be resolved informally, at the lowest level. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

X.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been an act that violates this Agreement which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

C. Computation of Time

Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.

Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

1 D. Failure to Meet Timelines

2 The time limits in this Article must be strictly adhered to unless mutually modified in
3 writing. Failure by the Union to comply with the timelines will result in the
4 automatic withdrawal of the grievance. Failure by the Employer to comply with the
5 timelines will entitle the Union to move the grievance to the next step of the
6 procedure.

7
8 E. Contents

9 The written grievance must include the following information:

- 10 1. The nature of the grievance;
- 11 2. All pertinent facts or issues upon which the grievance is based;
- 12 3. The specific article and section of the Agreement violated;
- 13 4. The specific remedy requested; and
- 14 5. The name and signature of the grievant(s) or the Union representative.

15
16 F. Modifications

17 No newly alleged violations may be made after the initial written grievance is filed,
18 except by written mutual agreement.

19
20 G. Resolution

21 If the Employer provides the requested remedy or a mutually agreed-upon alternative,
22 the grievance will be considered resolved and may not be moved to the next step.

23
24 H. Withdrawal

25 A grievance may be withdrawn at any time.

26
27 I. Resubmission

28 If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

29
30 J. Pay

31 Grievants will not lose pay for attending grievance meetings held during their work
32 time. Grievants will not be paid for meetings held during their off-duty time.

1 K. Consolidation

2 The Employer may consolidate grievances arising out of the same set of facts.

3
4 L. Bypass

5 Any of the steps in this procedure may be bypassed with mutual written consent of
6 the parties involved at the time the bypass is sought.

7
8 M. Discipline

9 Disciplinary grievances will be initiated at the level at which the disputed action was
10 taken.

11
12 X.3 **Filing and Processing**

13 A. Filing

14 A grievance must be filed within fifteen (15) days of the occurrence, giving rise to the
15 grievance, or the date the grievant knew or could reasonably have known of the
16 occurrence.

17
18 The employee may first discuss the issue with the immediate supervisor in an attempt
19 to informally resolve the issue. The employee may elect to have a union
20 representative or union steward present.

21
22 Even when informal discussions occur, the written grievance must be filed no later
23 than the fifteen (15) days described above.

24
25 B. Alternative Resolution Methods

26 Any time during the grievance process, by mutual consent, the parties may use
27 alternative methods to resolve the dispute. If the parties agree to use alternative
28 methods, the time frames in this Article are suspended. If the selected alternative
29 method does not result in a resolution, the Union may return to the grievance process
30 and the time frames resume. Any expenses and fees of alternative methods will be
31 shared equally by the parties.

1 C. Processing

2 Step 1. If the issue is not resolved informally, the Union may present a written
3 grievance to the employee's supervisor or designee with a copy to the Human
4 Resources Office, within the fifteen (15) day period described above. The
5 responsible supervisor, manager or designee will meet or confer by telephone
6 with a union steward and/or staff representative and the grievant within fifteen
7 (15) days of receipt of the grievance, and will respond in writing to the Union
8 within fifteen (15) days after the meeting.

9
10 Note: The Departments of Corrections and Fish and Wildlife and the Washington
11 State Patrol will bypass Step 1.

12
13 Step 2. If the grievance is not resolved at Step 1, the Union may move it to the next
14 step by filing it with the appointing authority, with a copy to the Human
15 Resources Office, within fifteen (15) days of the grievant's receipt of the Step 1
16 decision. The appointing authority or designee will meet or confer by telephone
17 with a union steward and/or staff representative and the grievant within fifteen
18 (15) days of receipt of the appeal and will respond in writing to the Union within
19 fifteen (15) days after the meeting.

20
21 Step 3. If the grievance is not resolved at Step 2, the Union may move it to the next
22 step by filing it with the agency head, with a copy to the Human Resources
23 Office, within fifteen (15) days of the Union's receipt of the Step 2 decision.
24 Upon agreement of the parties, the agency head or designee will meet or confer
25 by telephone with a union steward and/or staff representative and the grievant
26 within fifteen (15) days of receipt of the appeal. Management will provide a
27 written response within fifteen (15) days after the meeting and if the remedies are
28 denied the response will include an explanation.

29
30 Note: If the agency head is the only appointing authority for the agency, Step 3
31 will be bypassed.

Step 4. If the grievance is not resolved at Step 3, the Union may file a demand for arbitration with a copy of the grievance and all responses attached. It will be filed with the Director of the OFM Labor Relations Office (OFM/LRO) and the agency's Human Resource Office within fifteen (15) days of receipt of the Step 3 decision. Within 15 days of the receipt of the arbitration demand, the OFM/LRO will either:

1. Schedule a pre-arbitration review meeting with the OFM/LRO Director or designee, an agency representative, and the Union's staff representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, within 15 days of the meeting, the Union may file a demand to arbitrate the dispute with the American Arbitration Association (AAA), or through a mutually agreed upon list of arbitrator.

OR

2. Notify the Union in writing that no pre-arbitration review meeting will be scheduled. Within 15 days of receipt of this notice, the Union may file a demand to arbitrate the matter with the AAA or through a mutually agreed upon list of arbitrator.

D. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

E. Authority of the Arbitrator

1. The arbitrator will:

- a. Have no authority to add to, subtract from, or modify any of the provisions of this Agreement;
- b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;

1 c. Not make any decision that would result in the violation of this Agreement;

2
3 2. The arbitrator will hear arguments on and decide issues of arbitrability before the
4 first day of arbitration at a time convenient for the parties, immediately prior to
5 hearing the case on its merits, or as part of the entire hearing and decision-making
6 process. If the issue of arbitrability is argued prior to the first day of arbitration, it
7 may be argued in writing or by telephone, at the discretion of the arbitrator.
8 Although the decision may be made orally, it will be put in writing and provided
9 to the parties.

10
11 3. The decision of the arbitrator will be final and binding upon the Union, the
12 Employer and the grievant.

13
14 F. Arbitration Costs

- 15 1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room
16 will be shared equally by the parties.
- 17
18 2. If the arbitration hearing is postponed or canceled because of one party, that party
19 will bear the cost of the postponement or cancellation. The costs of any mutually
20 agreed upon postponements or cancellations will be shared equally by the parties.
- 21
22 3. If either party desires a record of the arbitration, a court reporter may be used. If
23 that party purchases a transcript, a copy will be provided to the arbitrator, free of
24 charge. If the other party desires a copy of the transcript, it will pay for half of the
25 costs of the fee for the court reporter, the original transcript and a copy.
- 26
27 4. Each party is responsible for the costs of its attorneys, representatives, witnesses,
28 travel expenses and any fees. Grievants and their witnesses will not be paid for
29 preparation for, travel to or from, or participation in arbitration hearings, but may
30 use leave for such activities.
- 31
32
33

X.4 Election of Remedies

Pursuit to a claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum constitutes a waiver of the right to pursue the same claim through arbitration under this Article.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

HIRING AND APPOINTMENTS

X.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. When filling positions with other than a non-permanent appointment, the Employer will ... (to be negotiated per RCW 41.80.20 (3)).

X.2 Permanent Status

An employee will attain permanent status in a job classification upon his or her successful completion of a probationary, trial service or transition review period.

X.3 Types of Appointment

A. Non-Permanent

1. The Employer may make non-permanent appointments. A non-permanent appointee must have the skills and abilities required for the position. When the Employer converts a non-permanent appointment to a permanent appointment, the employee will serve a probationary or trial service period.
2. An employee with permanent status may accept a non-permanent appointment. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify his or her current appointing authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list.

- 1
- 2 3. The Employer may end a non-permanent appointment at any time by giving one
- 3 (1) working day's notice to the employee. Non-permanent appointments
- 4 normally will not exceed twenty-four (24) consecutive months in duration.

5

6 B. On-Call Employment

7 The Employer may fill a position with an on-call appointment where the work is

8 intermittent in nature, is sporadic and it does not fit a particular pattern. The

9 Employer may end on-call employment at any time by giving one (1) working day's

10 notice to the employee.

11

12 C. In-Training Employment

- 13 1. The Employer may designate specific positions, groups of positions, or all
- 14 positions in a job classification or series as in-training. The Employer will
- 15 document the training program, including a description and length of the program.
- 16
- 17 2. A candidate who is initially hired into an in-training position must successfully
- 18 complete the job requirements of the appointment. The Employer may separate
- 19 from state service, any employee who has completed the probationary period for
- 20 an in-training appointment but does not successfully complete the subsequent trial
- 21 service periods required by the in-training program. Employees who are not
- 22 successful may be separated at any time with one (1) working day's notice from
- 23 the Employer.
- 24
- 25 3. An employee with permanent status who accepts an in-training appointment will
- 26 serve a trial service period or periods, depending on the requirements of the in-
- 27 training program. The Employer may revert an employee who does not
- 28 successfully complete the trial service period or periods at any time with one (1)
- 29 working day's notice. The employee's reversion right will be to the job
- 30 classification that the employee held permanent status in prior to his or her in-
- 31 training appointment, in accordance with Subsections X.4.B.3 and X.4.B.4 of this
- 32 Article.

4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.
5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.
6. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

D. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.
2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.

Employees with permanent project status will serve a trial service period when they:
 - a. promote to another job classification within the project; or
 - b. transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees

1 will serve a trial service period upon transfer, voluntary demotion, or promotion
2 to a non-project position in a job classification that the employees have not
3 previously attained permanent status in.

4
5 4. When the Employer converts a project appointment into permanent, the employee
6 will serve a probationary or trial service period, unless a permanent project
7 employee has already completed the probationary period for that classification.

8
9 5. The layoff and recall rights of project employees will be in accordance with the
10 provisions in Article X, Layoff and Recall.

11
12 **E. Seasonal Career Employment**

13 1. The Employer may make seasonal career appointments that are cyclical in nature,
14 recur at the same agency at approximately the same time each year, and last for a
15 minimum of five (5) months but are less than twelve (12) months in duration
16 during any consecutive twelve (12) month period.

17
18 2. Upon completion of a twelve (12) month probationary period completed in
19 consecutive seasons at the same agency, employees in seasonal career
20 employment will assume the rights of employees with permanent status.

21
22 3. The layoff and recall rights of seasonal career employees will be in accordance
23 with the provisions in Article X, Layoff and Recall.

24
25 **F. Terminations during probationary periods, non-permanent appointments, or**
26 **reversions of Trial service periods are not subject to the grievance procedure in**
27 **Article X.**

28
29 **X.4. Review Periods**

30 **A. Probationary Period**

31 1. Every part-time and full-time employee, following his or her initial appointment
32 to a permanent position, will serve a probationary period of twelve (12)
33 consecutive months (except for WSNA will serve a probationary period of six

consecutive months which may be extended by the employer, for written, performance-based reasons, to no more than twelve (12) consecutive months.)

2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in Article X.
3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
4. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period may be adjusted by the appointing authority for time already served in probationary status. In no case, however, will the total probationary period be less than as defined in section X.4 A(1).
5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer may credit time worked in the non-permanent appointment toward completion of the probationary period.

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period to no more than twelve (12) consecutive months.
2. Any employee serving a trial service period will have his or her trial service period extended, on a day-for-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

3. With prior written notice by the Employer, an employee who does not successfully complete his or her trial service period has the right to revert to a position, if available, in the same agency, that is:

a. Vacant or filled by a non-permanent employee and is within the employee's previously held job classification; or

b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

In both a and b above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position.

4. Any unsuccessful employee who has no reversion options may request that his or her name be placed on the agency's internal layoff list and into the General Government Transition Pool Program for positions in job classifications where he or she had previously attained permanent status.

5. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article X.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

HOLIDAYS

X.1 Paid Holidays

The following days are legal holidays as designated by state statute:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Friday immediately following Thanksgiving day	
Christmas Day	December 25

If the above legal holidays are amended during the term of this Agreement, the amended legal holidays will apply.

X.2 Holiday Rules

The following rules apply to all holidays except the personal holiday:

- A. Employees will be paid at a straight-time rate even though they do not work.
- B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with Article X, Overtime.
- C. For full-time employees with a Monday-through-Friday work schedule:

1. When a holiday falls on a Saturday, the Friday before will be the holiday.

2. When a holiday falls on a Sunday, the following Monday will be the holiday.

D. For full-time employees who do not have a Monday-through-Friday work schedule:

1. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday;

2. When a holiday falls on the employee's scheduled day off, the agency will treat the employee's workday before or after as the holiday.

E. The holiday for night shift employees whose work schedule begins on one (1) calendar day and ends on the next will be determined by the agency. It will start either at:

1. The beginning of the scheduled night shift that begins on the holiday, or

2. The beginning of the shift that precedes the holiday.

The decision will be the same for all employees in a facility unless there is agreement to do otherwise between the agency and one (1) or more affected employees, or with the Union, which will constitute agreement of the employees.

F. Part-time employees who were employed before and after the holiday and for a period of at least twelve (12) calendar days during the month (but not including the holiday) will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

G. A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided he or she has been in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday. Compensation for holidays for other than full-time employees during leave without pay will be proportionate to the time in pay status required for full-time employment. All employees must be employed before and after the holiday and

for a period of at least twelve (12) calendar days during the month in addition to the holiday.

X.3 Personal Holidays

An employee may select one (1) workday as a personal holiday during the calendar year if the employee has been or is scheduled to be, continuously employed by the state for more than four (4) months.

A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.

B. The Employer will release the employee from work on the day selected as the personal holiday provided:

1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon less notice, and
2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.

C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied.

D. Agencies may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity.

E. Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

F. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.

G. Part or all of a personal holiday may be donated as shared leave. Any portion of a personal holiday that remains will be taken by the employee in one absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in B, C, and D above.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

HOURS OF WORK

X.1 Definitions

- A. Full-time Employees: Employees who are scheduled to work an average of forty (40) hours per workweek.
- B. Law Enforcement Employees: Employees who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).
- C. Part-time Employees: Employees who are scheduled to work less than an average of forty (40) hours per workweek.
- D. Workday: One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- E. Work Schedules: The number of days and hours an employee is scheduled to work in a workweek as established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- F. Work Shift: The hours an employee is scheduled to work each workday in a workweek.
- G. Workweek: Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday and which consists of five consecutive workdays beginning on Monday, followed by two consecutive days off.
1. For WSNA: Workweeks will normally consist of forty (40) hours in a seven day workweek, which will normally consist of five workdays followed by two consecutive days off or eighty (80) hours in fourteen day work period.

- 1
- 2 2. For MMP: Workweek will be defined as seven consecutive days commencing
- 3 on the employee's first day of work and concluding with either two or three
- 4 consecutive days off depending on the employee's shift.

5

6 The current schedule configurations will be deemed to conform to this section.

7

8 **X.2 Determination**

9 The Employer will determine, based on the Fair Labor Standards Act, whether a position

10 is overtime-eligible or overtime-exempt. In addition, the Employer will determine if an

11 overtime-eligible position is a law-enforcement position, with or without an extended

12 work period. The employee and union will be notified if a change in overtime eligible

13 status is made to a position. The current overtime eligible or overtime exempt status will

14 be maintained, so long as that status is in compliance with the state and federal law.

15

16 International Organization of Masters, Mates and Pilots – Except in Emergency

17 conditions, Management and the Union agree that no employee covered by the United

18 States Coast Guard regulations will work more than 12 hours in a consecutive 24 hour

19 period.

20

21 **X.3 Overtime-Eligible Employees (excluding law enforcement employees)**

22 A. Regular Work Schedules

23 The regular work schedule for overtime-eligible employees will not be more than

24 forty (40) hours in a workweek, as defined above, with starting and ending times as

25 determined by the requirements of the position.

- 26
- 27 1. Washington State Nurses Association – Monthly work schedules will be posted
- 28 one month in advance. Changes in regular monthly work schedules and days off
- 29 will be posted one week in advance when possible.

30

31 B. Alternate Work Schedules

32 Employees may request adjustments to their regular schedule and supervisors will

33 consider adjusting work hours during a work day or work days during a workweek.

1 Workweeks and work shifts of different numbers of hours may be established for
2 overtime-eligible employees in order to meet business and customer service needs, as
3 long as the alternate work schedules meet federal and state laws.

4
5 C. Temporary Schedule Changes

6 Employees' workweeks and/or work schedules may be temporarily changed with
7 prior notice from the Employer. A temporary schedule change is defined as a change
8 lasting thirty (30) calendar days or less. Overtime-eligible employees will receive -
9 three (3) calendar days' written notice of any temporary schedule change. The day
10 that notification is given is considered the first day of notice. Adjustments in the
11 hours of work of daily work shifts during a workweek do not constitute a temporary
12 schedule change.

13
14 D. Permanent Schedule Changes

15 Employees' workweeks and work schedules may be permanently changed with prior
16 notice from the Employer. Overtime-eligible employees will receive seven (7)
17 calendar days' written notice of a permanent schedule change. The day notification is
18 given is considered the first day of notice. Adjustments in the hours of work of daily
19 work shifts during a workweek do not constitute a permanent schedule change.
20 Changes in schedule subject to Article X, Bid System will be subject to the terms of
21 that Article.

22
23 E. Emergency Schedule Changes

24 The Employer may adjust an overtime-eligible employee's workweek and work
25 schedule without prior notice in emergencies. The employee will be paid call back
26 pay in accordance with Article X, Compensation, and overtime as applicable.

27
28 F. Employee-Requested Schedule Changes

29 Overtime-eligible employees' workweeks and work schedules may be changed at the
30 employee's request and with the Employer's approval, provided the Employer's
31 business and customer service needs are met and no overtime expense is incurred.
32
33

X. 4 Overtime-Eligible Law Enforcement Employee Work Schedules

The regular work schedule for full-time overtime-eligible law enforcement employees, receiving assignment pay for an extended work period, will not be more than one hundred and seventy-one (171) hours in thirteen (13) twenty-eight (28) day periods per year.

A. Sergeants will attend a monthly planning meeting scheduled by the Captain to identify, prioritize and plan upcoming workload issues and preferred days off. Captains may deny requests for preferred days off to provide necessary supervision or patrol priorities. The result of the meeting will be a draft twenty-eight day Regional Plan.

B. Detachment Sergeants will take the resulting plan and meet with Detachment Officers prior to the beginning of the twenty-eight (28) day work period, as soon as possible, to schedule patrols and other assignments, and to identify officers' days off ensuring the Regional Plan will be accomplished. The resulting Detachment plan will be forwarded to the Captain for review and final approval.

C. Sergeants will provide weekly updates to the Captain, to include deviations from the plan and anticipation changes for the upcoming week. Sergeants will manage their Detachments to accomplish the agency mission, regional plans, detachment plans and emergent situations.

D. Preferred Day Off is defined as: a day during the upcoming twenty-eight (28) day period approved by the Captain. Prior to the beginning of the upcoming twenty-eight (28) day work period Sergeants may identify eight (8) preferred days off for said twenty-eight (28) day work period, normally, two per week. For the twenty-eight day period, four of the preferred days off may be weekend days. The Captain may approve requests for additional weekend days. The Captain may deny the requests for preferred days off in accordance with sub-section X4 (A) of this Article, however the specific or personal needs of the Sergeants will be taken into consideration. When mutually agreed, changes to preferred days off may be approved.

Work schedules may be changed on a temporary, permanent, emergency or employee-requested basis in accordance with Section X.3.C through F, above.

X.5 Overtime-Eligible Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his or her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined. For WSMPCA: The normal workday shall consist of an eight (8) hour period which includes a 30 minute paid lunch, as long as during the eight (8) hours they remain at the Communication Center or conduct agency business. However, if they leave the Communication Center for lunch or if they are attending to any other WSP business that involves a lunch hour, then they shall work a nine (9) hour day with a one (1) hour unpaid lunch period.

X.6 Overtime-Eligible Paid Meal Periods and Rest Periods for Straight Shift Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal periods and rest periods for employees on straight shifts do not require relief from duty.

X.7 Overtime-Eligible Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Employees will be allowed rest periods of fifteen (15) minutes for each one (1) half shift of four (4) or more hours worked at or near the middle of each one (1) half shift of four (4) or more hours. Rest periods do not require relief from duty. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

X.8 Overtime-Exempt Employees

The Employer's policy for all overtime-exempt employees is as follows:

- A. The Employer determines the products, services, and standards, which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. Appointing authorities will approve overtime-exempt employee accrual of exchange time for excessive hours worked. Exchange time may be accrued at straight time to a maximum of one hundred seventy four (174) hours. Exchange time has no cash value and cannot be transferred between agencies.
- E. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.

F. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

WSMPCA

Work related telephone calls to Managers while off-duty, which require more than ten (10) minutes to resolve, shall result in the Manager accruing one (1) hour paid overtime at overtime rate for each occurrence.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

LABOR/MANAGEMENT COMMUNICATION COMMITTEE

X.1 Purpose

The purpose of the Labor/Management Communication Committee(s) is to provide continuing communication between the parties and to promote constructive labor-management relations.

X.2 Committees

Agency Statewide Labor/Management Communication Committees with each exclusive bargaining representative will be established to discuss and exchange information of a group nature and general interest to both parties.

In addition to an agency statewide committee, in the Department of Veteran's Affairs each Institution will form a Labor/Management Communication Committee which will meet no more than 4 times per year unless agreed otherwise.

A. Composition

Labor/Management Communication Committees will consist of:

1. For Corrections/MM&P- up to two (2) employee representatives and up to two (2) employer representatives;
2. For Fish and Wildlife/Teamsters- up to four (4) employee representatives and up to four (4) employer representatives;
3. For Fish and Wildlife/WAPB- up to five (5) employee representatives and up to five (5) employer representatives;

4. For Labor and Industries/IBEW- up to seven (7) employee representatives and up to seven (7) employer representatives;
5. For Labor and Industries/UA- up to seven (7) employee representatives and up to seven (7) employer representatives;
6. For Veterans Affairs/WSNA- up to three (3) employee representatives and up to three (3) employer representatives; and
7. For Washington State Patrol/WSPCMA- up to two (2) employee representatives and up to two (2) employer representatives.

The Employer and Union will be responsible for the selection of their own representatives. Additional paid staff of the Union and the Employer may also attend. If agreed to by both parties, additional representatives may be added.

B. Participation

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work.
2. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any mileage, lodging and/or per diem expenses of employee representatives, unless a state vehicle is available and authorized for employee's use to conduct official state business.

1 C. Meetings

2 Committee meetings will be conducted up to four (4) times per year, unless agreed
3 otherwise. All committee meetings will be scheduled on mutually acceptable dates
4 and times.

5
6 D. Scope of Authority

7 Committee meetings will be used for discussions and issue resolution only, and the
8 committee will have no authority to conduct any negotiations, bargain collectively or
9 modify any provision of this Agreement. Management will inform the union of
10 changes in policies that affect mandatory subjects and the union may request
11 bargaining on mandatory topics. Nothing in this Article or any committee's activities
12 will be subject to the grievance procedure in Article X.

13
14 Nothing in this Article will restrict or inhibit the Union's right to demand to bargain
15 on changes to mandatory subjects of bargaining not covered by this agreement.

16
17
18 For the Employer:

For the Union:

19
20
21
22 _____
23 Steve McLain Date
24 Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

LAYOFF AND RECALL

X.1 The Agency will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

X.2 **Basis for Layoff**

Layoffs may occur for any of the following reasons:

A. Lack of funds

B. Lack of work

C. Good faith reorganization

D. Ineligibility to continue in a position that was reallocated

E. Termination of a project

F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

X.3 **Voluntary Layoff, Leave Without Pay or Reduction in Hours**

Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the appointing authority will determine who will be granted leave without pay and/or reduction in hours based on seniority if all staffing needs are equal. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status.

1

2 **X.4 Non-Permanent and Probationary Employees**

3 Employees with permanent status will not be separated from state service through
4 a layoff action without first being offered positions they have the skills and
5 abilities to perform within their current job classification within the layoff unit
6 currently held by non-permanent and probationary employees. Non-permanent
7 employees will be separated from employment before probationary employees.

8

9 **X.5 Temporary Reduction of Work Hours or Layoff – Agency Option**

10 A. The Agency may temporarily reduce the work hours of an employee to no less
11 than twenty (20) per week, up to thirty (30) calendar days, due to severe and
12 inclement weather or natural disaster an unanticipated loss of funding, lack of
13 work. Employees will normally receive notice of five (5) calendar days of a
14 temporary reduction of work hours.

15

16 B. The Agency may temporarily layoff an employee for up to thirty (30) calendar
17 days due to an unanticipated loss of funding, revenue shortfall, lack of work,
18 shortage of material or equipment severe and inclement weather or natural
19 disaster. Employees will receive notice of five (5) calendar days of a
20 temporary layoff.

21

22 C. An employee whose work hours are temporarily reduced or who is
23 temporarily laid off will not be entitled to:

24

25 1. Be paid any leave balance,

26

27 2. Bump to any other position, or

28

29 3. Be placed on the internal layoff list.

30

31

32

33

X.6 Layoff Units

- A. A layoff unit is defined as the geographical entity or administrative/ organizational unit in each agency used for determining available options for employees who are being laid off.
- B. The layoff unit(s) for each agency covered by this Agreement are described in Appendix C.

X.7 Skills and Abilities

Skills and abilities are documented criteria found in license/certification requirements, federal and state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights commission or recruitment announcements that have been identified prior to the layoff.

X.8 Formal Options

- A. Employees will be laid off in accordance with seniority, as defined in Article X, Seniority, among the group of employees with the required skills and abilities as defined in X 7 of this article. Management will determine if the employee possesses the required skills and abilities for the position. Employees being laid off will be provided the following options to comparable positions in descending order within the layoff unit:
1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.
 2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification.
 3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary

1 range as their current permanent position, within a job classification in
2 which the employee has held permanent status.

3
4 Options will be provided in descending order of salary range and one
5 progressively lower level at a time. Vacant positions will be offered prior to filled
6 positions.

7
8 **X.9 Informal Options**

9 Employees being laid off will be offered funded vacant positions within their
10 layoff unit provided they meet the skills and abilities required of the position and
11 it is at the same or lower salary range as the position in which the employee
12 currently holds permanent status. Management will determine if the employee
13 possesses the required skills and abilities for the position.

14
15 **X.10 Notification to Employees With Permanent Status**

16 A. Except for temporary reduction in work hours and temporary layoffs as
17 provided in X.5, employees with permanent status will receive written notice
18 at least fifteen (15) calendar days before the effective layoff date. The notice
19 will include the basis for the layoff and any options available to the employee.
20 The Union will be provided with a copy of the notice at the same time the
21 employee is notified.

22
23 B. Except for temporary reduction in work hours and temporary layoffs as
24 provided in X.5, if the Agency chooses to implement a layoff action without
25 providing fifteen (15) calendar days notice, the employee will be paid his or
26 her salary for the days that he or she would have worked had full notice been
27 given.

28
29 C. Employees will be provided seven (7) calendar days to accept or decline, in
30 writing, any option provided to them. This time period will run concurrent
31 with the fifteen (15) calendar days' notice provided by the Agency to the
32 employee.

D. The day that notification is given constitutes the first day of notice.

X.11 Moving Expenses

An employee whose layoff option requires an increase of 35 additional commute miles and who chooses to move the permanent residence to reduce the commute will be entitled to reimbursement of moving expenses as defined in OFM regulation.

X.12 Salary

Employees appointed to a position as a result of a layoff action will have their salary determined as follows:

A. Transfer or Bump

An employee who accepts a transfer or bumps to another position within their current job classification will retain his or her current salary.

B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

An employee who bumps to another position with a lower salary range will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

C. Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount in which they were compensated when laid off plus any cost of living adjustments, or step increase, that occurred during the time they were laid off.

- 1 2. Employees who are appointed from a layoff list to a position with a lower
2 salary range than the position from which they were laid off will be paid
3 an amount equal to the salary they were receiving at the time they were
4 laid off provided it is within the salary range of the new position. In those
5 cases where the employee's prior salary exceeds the maximum amount of
6 the salary range for the new position, the employee will be compensated at
7 the maximum salary of the new salary range.

8
9 **X.13 Transition Review Period**

- 10 A. The Agency will require an employee to complete a twelve (12) month
11 transition review period (except for WSNA will serve a transition review
12 period of six consecutive months which may be extended by the Agency to no
13 more than twelve (12) consecutive months) when the employee accepts a
14 layoff option to a job classification in which he or she has:

- 15 1. Not held permanent status,
16
17 2. Been appointed from the General Government Transition Pool Program,
18 or
19
20 3. Been appointed from a layoff list.

- 21
22
23 B. The Agency will have the authority to shorten an employee's review period.

24 Employees will receive a permanent appointment to the position upon
25 successful completion of the transition review period.

- 26
27 C. The Agency may separate an employee or an employee may voluntarily
28 separate during the transition review period. Upon separation, and at the
29 employee's request, the employee's name will be placed on or returned to the
30 layoff list. The employee will remain on the list until such time as his or her
31 eligibility expires or he or she has been rehired. Separation during the

1 transition review period will not be subject to the grievance procedure in
2 Article X.

3
4 **X.14 Recall**

5 A. The employer will maintain layoff lists for each job classification that will
6 include geographic availability. Permanent employees who are laid off will,
7 at their request, have their name placed on the list for the job classification
8 from which they were laid off or bumped and will indicate the geographic
9 areas they are willing to accept employment. Additionally, employees may
10 request to have their name placed on the layoff list for other job classifications
11 in which they have held permanent status. An employee will remain on layoff
12 lists for two (2) years from the effective date of his or her layoff.

13
14 B. When a vacancy occurs within an agency and when there are names on a
15 layoff list, the Agency will fill the position in accordance with Article X,
16 Hiring and Appointments. An employee who is offered a position two (2)
17 times and refuses the offer each time will have his or her name removed from
18 the layoff list.

19
20 **X.15 General Government Transition Pool Program**

21 Employees who are notified that they are at risk of being laid off or have been laid
22 off may request their names be placed into the General Government Transition
23 Pool Program administered by the Department of Personnel. When a vacancy
24 occurs within an agency, the Agency will consider employees in the General
25 Government Transition Pool Program along with all other candidates, all of whom
26 must have the skills and abilities to perform the duties of a position being filled.

27
28 **X.16 Project Employment**

29 A. Project employees have layoff rights within their project. Formal options will
30 be determined using the procedure outlined in Section X.8, above.

1 B. Permanent status employees who left regular classified positions to accept
2 project employment without a break in service have layoff rights within the
3 agency in which they held permanent status to the job classification they held
4 immediately prior to accepting project employment.

5
6 C. Project employees who are separated from state service due to layoff and have
7 not held permanent status in classified service may request their names be
8 placed into the General Government Transition Pool Program.

9
10 **X.17 Seasonal Career Employment**

11 A. Seasonal career employees have layoff rights within their agency to other
12 seasonal career positions within their layoff unit as provided in Sub-section C
13 below. Employees will be given no less than two (2) working days notice of a
14 layoff.

15
16 B. Formal options will be determined using the procedure outlined in Section X.8
17 above, to other seasonal career positions. Employees separated due to layoffs
18 will be placed on a separate seasonal layoff list for the season in which they
19 were laid off. Employees who have the skills and abilities to perform the
20 duties of the position to be filled will be recalled based on seniority for other
21 seasonal career positions.

22
23 C. The layoff units for seasonal employees are as follows for each agency:

- 24 1. Department of Fish and Wildlife – A single statewide layoff unit.
25 2. Department of Labor and Industries – Six (6) regional layoff units.

26
27 For the Employer:

For the Union:

28
29
30
31 _____
Steve McLain Date
32 Chief Spokesperson

33

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

LEAVE WITHOUT PAY

X.1 Leave without pay will be granted for the following reasons:

- A. Family and medical leave (Article X)
- B. Compensable work-related injury or illness leave
- C. Military leave

X.2 Leave without pay may be granted for the following reasons:

- A. Educational leave
- B. Child and elder care emergencies
- C. Governmental service leave
- D. Conditions applicable for leave with pay
- E. Seasonal career employment
- F. Voluntary leave in the State's Reduction in Force plan to reduce the effect of a
Agency reduction in force
- G. Injury or illness which prevents the employee from returning within the FMLA time
periods.
- H. As otherwise provided for in this Agreement

X.3 Limitations

Leave without pay may be limited to twelve (12) months in any consecutive five (5) year period, except for compensable work-related injury or illness, or educational, governmental service, military, or seasonal career employment leaves.

X.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or if the leave is for an extended period, in another position in the same job

classification and the same geographical area, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement.

X.5 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay, minus any time-loss benefits. Employees who take vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave or compensatory time pay in addition to any time-loss payments, unless the employee is receiving assault benefit compensation equal to full pay. Leave for a work-related injury, covered by workers' compensation or assault benefits, will run concurrently with the FMLA. Notwithstanding Section X.1, the Employer may separate an employee in accordance with Article X, Fitness for Duty and Disability Separation.

X.6 Military Leave

In addition to the fifteen (15) days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law. In addition to the fifteen (15) days, employees called to active military duty will continue to accrue seniority within the State system.

X.7 Educational Leave

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

X.8 Child and Elder Care Emergencies

Leave without pay may be granted for child and elder care emergencies and is limited to a maximum of three (3) days per calendar year. Compensatory time or paid leave may also be used for child and elder care emergencies, subject to the limitations above.

X.9 Seasonal Career Employment

Leave without pay may be granted to seasonal career employees during their off-season.

X.10 Government Service Leave

Leave without pay may be granted for government service in the public interest,
including but not limited to the U.S. Public Health Service or Peace Corps leave.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

LICENSURE AND CERTIFICATION

X.1 Employees are expected to update and maintain any license and/or certification that is required as part of the minimum qualifications for their position. Such requirement will be waived if the certification and/or license is not required to be maintained after date of hire. When the position requires any specialized license, including a driver's license, the employee shall be responsible for the cost of the license and/or certification and for all renewal costs.

X.2 When the Employer requires a new license and/or certification, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee shall be responsible for maintaining the license and/or certification and for all renewal costs.

X.3 Employees will notify their appointing authority or designee if the license and/or certification has expired, or has been restricted, revoked or suspended, within twenty-four (24) hours of knowledge of the expiration or prior to their next scheduled shift, whichever occurs first.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

MANAGEMENT RIGHTS

- X.1 The Employer retains all rights of management, including, but not limited to, the right to:
- A. Determine the Employer's functions, programs, organizational structure and use of technology;
 - B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
 - C. Direct and supervise employees;
 - D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;
 - E. Determine the Employer's mission and strategic plans;
 - F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
 - G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
 - H. Establish or modify the workweek, daily work shift, hours of work and days off;
 - I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
 - J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;

- 1
- 2 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and
- 3 temporarily or permanently lay off employees;
- 4
- 5 L. Determine, prioritize and assign work to be performed;
- 6
- 7 M. Determine the need for and the method of scheduling, assigning, authorizing and
- 8 approving overtime;
- 9
- 10 N. Determine training needs, methods of training and employees to be trained;
- 11
- 12 O. Determine the reasons for and methods by which employees will be laid-off; and
- 13
- 14 P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.
- 15
- 16

17 For the Employer:

For the Union:

18

19

20

21 _____ Date

22 Steve McLain
Chief Spokesperson

_____ Date

Rhonda Fenrich
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

MEALS

For Veteran's Affairs and Washington State Nurses Association and Department of Corrections and the International Organization of Masters, Mates and Pilots

X.1 Employees having to respond to unscheduled overtime requiring work during breakfast, lunch or dinner, which meals would have otherwise been eaten at home, shall receive said meal at institution expense, whether or not such meal occurs during the overtime period.

X.2 Food shall be made available and shall be provided at institution expense to those swing shift staff required to work two (2) hours or more into the next succeeding shift.

X.3 Employees purchasing meals in institution dining facilities who must return to duty without benefit of finishing the meal shall be reimbursed for its cost.

X.4 Overtime eligible employees who are on a scheduled meal period and are directed to perform work shall be compensated at the overtime rate.

For the Employer:

For the Union:

Steve McLain
Chief Spokesperson

Rhonda Fenrich
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

MISCELLANEOUS LEAVE

X.1 Subject to the Employer's approval, employees may be allowed paid leave, during scheduled work time, for:

A. Examinations or interviews for state employment,

B. To receive assessment from the Employee Advisory Service.

X.2 **Jury Duty:**

Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of his or her jury duty summons. If selected to be on a jury, employee-requested schedule changes will be approved, to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on their work shift, they may be required to return to work.

X.3 A subpoenaed employee will receive paid leave, during scheduled work time, to appear as a witness in a court or an administrative hearing for work- related cases, unless he or she:

A. is a party in the matter and is not represented by the Attorney General's Office of the State of Washington, or

B. has an economic interest in the matter.

1 Nothing in this Section will preclude an employee from receiving regular pay, travel
2 expenses and per diem, to appear in court or an administrative hearing on behalf of the
3 Employer.

4
5 X.4 Employees will not be eligible for per diem or travel expenses under this Article.
6
7

8 For the Employer:

For the Union:

9
10
11
12 _____
Steve McLain Date
13 Chief Spokesperson
14

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

NON-DISCRIMINATION

Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, or any real or perceived sensory, mental or physical disability. Bona fide occupational qualifications based on the above traits do not violate this Section.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

NURSE PRACTICE AND MEDICATIONS

X.1 Management recognizes the responsibility of Registered Nurses, pursuant to the Nurse Practice Act (Chapter 18.88 RCW). To facilitate this responsibility, the parties agree to the following procedure for issues not resolved at the immediate supervisory level.

X.2 Nurse practice issues shall first be brought to the attention of Local Management for resolution.

X.3 Unresolved issue shall be appropriate items for discussion by the Local Association-Management Relations Committee and/or the State Association-Management Committee, as appropriate. Either party at such meetings may utilize appropriate resource individuals.

X.4 Nurses who raise nurse practice issues shall be free from restraint, interference, discrimination or reprisal.

X.5 Medications.

Management agrees that the administration of medications shall be conducted in compliance with State regulations and applicable State Practice Acts. Management shall enforce State laws concerning the administration of medications.

For the Employer:

For the Union:

Steve McLain
Chief Spokesperson

Date

Rhonda Fenrich
Chief Spokesperson

Date

TENTATIVE AGREEMENT

ARTICLE _____

OFF-DUTY CONDUCT

X.1 The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in RCW 42.52, are detrimental to the employee's work performance or the program of the agency.

X.2 **All Employees**

Employees will report all arrests and any court-imposed sanctions or conditions that would prevent or negatively affect their ability to perform assigned duties to their appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

OVERTIME

X.1 Definitions

A. Overtime:

Overtime is defined as time that an overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek (excluding law enforcement employees);
2. Full-time employees for the Master Mates and Pilots and Washington State Nurses Association who work in excess of the employee's regular shift or works in excess of forty (40) hours in a workweek;
3. Works in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day period and the employee is a law enforcement employee receiving assignment pay for an extended work period.

B. Overtime Rate:

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay in 1/10th hour increments. The regular rate of pay will not include any allowable exclusions.

C. Work:

The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job.

2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time.
3. Vacation leave.
4. Sick Leave.
5. Compensatory time.
6. Holidays.
7. Any other paid time not listed below.

D. Work does **not** include:

1. Shared leave.
2. Leave without pay.
3. Additional compensation for time worked on a holiday.
4. Time compensated as standby, call back, or any other penalty pay.

X.2 Overtime-Eligibility Compensation

Employees who are overtime-eligible will receive compensation under the following circumstances:

- A. Employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate.

- 1
- 2 B. Full-time employees for the Master Mates and Pilots and Washington State Nurses
- 3 Association who work in excess of the employee's regular shift or works in excess of
- 4 forty (40) hours in a workweek.
- 5
- 6 C. An employee whose workweek is less than forty (40) hours will be paid at their
- 7 regular rate of pay for all work performed up to forty (40) hours in a workweek and
- 8 paid at the overtime rate for authorized work of more than forty (40) hours in a
- 9 workweek.
- 10
- 11 D. Overtime-eligible law enforcement employees, receiving assignment pay for an
- 12 extended work period, who have prior approval and work in excess of one hundred
- 13 and seventy-one (171) hours in a twenty-eight (28) day period will be compensated at
- 14 the overtime rate.
- 15

16 **X.3. General Provisions**

- 17 A. The Employer will determine whether work will be performed on regular work time
- 18 or overtime, the number, the skills and abilities of the employees required to perform
- 19 the work, and the duration of the work. The Employer will first attempt to meet its
- 20 overtime requirements on a voluntary basis with qualified employees who are
- 21 currently working. In the event there are not enough employees volunteering to
- 22 work, the supervisor may require employees to work overtime unless prohibited by
- 23 law.
- 24
- 25 B. If an employee was not offered overtime for which he or she was qualified, the
- 26 employee will be offered the next available overtime opportunity for which he or she
- 27 is qualified. Under no circumstances will an employee be compensated for overtime
- 28 that was not worked. There will be no pyramiding of overtime.
- 29
- 30
- 31
- 32
- 33

X.3 Scheduling Overtime – Master, Mates and Pilots

A. When Management determines that overtime is necessary they shall identify the number of positions requiring overtime and duration of such overtime.

B. Voluntary Overtime:

Employees will be provided the opportunity to volunteer to work overtime. The opportunity shall be first provided to an eligible employee on shift. If no on-shift employee volunteers to work overtime, an eligible employee who is off-shift based on longest period of current unbroken state service shall be provided the opportunity. Employees must be eligible to work based on the limitations set forth by the U.S. Coast Guard. If there are no volunteers, mandatory overtime will be assigned to the employee with the least seniority who is eligible to work.

C. Management may assign intermittents to work prior to offering or assigning overtime.

D. Calls to return to work:

When employees are required to return to work after completing a regular shift and are released prior to starting their next regular shift, they shall be paid at the overtime rate of pay.

E. Early Call Outs:

Employees may be called out early, prior to commencing their regular shift at the overtime rate of pay.

X.5 Compensatory Time for Overtime-Eligible Employees

A. Compensatory Time Eligibility

The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

1 B. Maximum Compensatory Time

2 Employees may accumulate no more than eighty (80) hours of compensatory time.

4 C. Compensatory Time Use

5 Employees must use compensatory time prior to using vacation leave, unless this
6 would result in the loss of their vacation leave. Compensatory time must be used and
7 scheduled in the same manner as vacation leave, as in Article X, Vacation Leave.

8 The Employer may schedule an employee to use his or her compensatory time with
9 seven (7) calendar days' notice.

11 D. Compensatory Time Cash Out

12 All compensatory time must be used by June 30th of each year. If compensatory time
13 balances are not scheduled to be used by the employee by April of each year, the
14 supervisor will contact the employee to review his or her schedule. The employee's
15 compensatory time balance will be cashed out every June 30th or when the employee:

- 16
17 1. Leaves state service for any reason,
18
19 2. Transfers to a position in their agency with different funding sources, or
20
21 3. Transfers to another state agency.

24 For the Employer:

For the Union:

28
29 _____
30 Steve McLain Date
31 Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

PARKING

**For Department of Corrections and the International Organization of Master Mates
and Pilots (Marine Bargaining Unit)**

X.1 Management shall ensure adequate parking space adjacent to or within reasonable distance from each institution. Where an institution is separated from the parking location by a body of water, and where such parking space is not within reasonable walking distance to the boat dock facility, Management shall provide adequate transportation for employees reporting for duty during each work period.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

PERFORMANCE EVALUATION

X.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals and expectations, and provide support to employees in their professional development, so that skills and abilities can be aligned with agency requirements.

X.2 Evaluation Process

A. Employee work performance will be evaluated during probationary and trial service periods and at least annually thereafter. Immediate supervisors will meet with employees at the start of their review period to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.

B. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

1 C. Performance evaluations are not subject to the grievance procedure in Article X.
2
3
4

5 For the Employer:

For the Union:

6
7
8
9 _____
10 Steve McLain Date
11 Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

PERSONNEL FILES

X.1 The location of personnel files will be determined by the employing agency. An employee will have the right to examine his or her own personnel file. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that he or she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

X.2 When documents in an employee's personnel file are the subject of a public disclosure request, the Employer will provide the employee notice of the request at least seven (7) calendar days in advance of the intended release date.

X.3 Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from the official personnel file.

X.4 Prior to any document, which may be deemed derogatory to the employee, being placed into the employee's personnel file, the employee will be provided a copy.

X.5 Removal of Documents:

A. Written reprimands and their related documentation will be removed from an employee's personnel file after two (2) years if:

1. Circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct; and

2. There has been no subsequent discipline; and

3. The employee submits a written request for its removal.

B. Records of disciplinary actions involving reductions-in-pay, suspensions or

demotions, and written reprimands not removed after two (2) years will be removed after six (6) years if:

1. Circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct; and

- harassment, or criminal conduct; and

2. There has been no subsequent discipline; and

3. The employee submits a written request for its removal.

C. Nothing in this section will prevent the Employer and employee from agreeing to an

earlier removal date, unless to do so would violate RCW 41.06.450.

For the Employer:

For the Union:

Steve McLain Date

Chief Spokesperson

Rhonda Fenrich	Date
----------------	------

Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the “Employer”, and a coalition of all of the exclusive bargaining representatives described in Appendix A, (Coalition Exclusive Bargaining Representatives), who, are subject to RCW 41.80.010 and represent fewer than a total of five hundred (500) employees each, referred to as the “Union”.

If a new general government bargaining unit is certified by the Public Employment Relations Commission during the term of this Agreement and that exclusive bargaining representative represents fewer than a total of five hundred (500) employees, the terms of this Agreement will apply.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

PRINTING OF AGREEMENT

The Employer and the Union will share the cost of printing this Agreement. The Employer will distribute one (1) copy of this Agreement to each current and new Union employee. The Employer will also post the Agreement electronically.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE ____

REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

- X.1 The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.
- X.2 An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Agency.
- X.3 Employees requesting accommodation must cooperate with the Agency in discussing the need for and possible form of any accommodation. The Agency may require supporting medical documentation and may require the employee to obtain a second medical opinion at Agency expense. Medical information disclosed to the Agency will be kept confidential.
- X.4 The Agency will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided.
- X.5 An employee with permanent status may be separated from service when the agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the agency based on an employee's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional. The agency can require an employee to obtain a medical examination at the agency's expense, including paid time, from a physician or licensed mental health professional of the agency's choice. Evidence may be requested from the physician or licensed mental

health professional regarding the employee's limitations. An employee may elect to have a second medical examination, at the employee's expense, if the employee disagrees with the results of the agency's physician's exam. The employee must use approved leave for the second exam. The results of this examination will be taken into consideration when making an accommodation determination.

X.6 The agency may separate an employee when the agency has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position, or when the employee requests separation due to disability.

X.7 An employee, separated due to disability, will be placed in the General Government Transition Pool Program if he or she submits a written request for reemployment and has met the reemployment requirements of WAC 357-46-090 through 105. Employees participating in the transition pool program shall have no right of appeal within the program.

X.8 Disability separation is not a disciplinary action. An employee who has been separated due to disability may grieve his or her disability separation in accordance with Article X, Grievance Procedure, unless separation was at the employee's request.

For the Employer:

For the Union:

Steve McLain
Chief Spokesperson

Rhonda Fenrich
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

RECOGNITION CLAUSE

X.1 This Agreement covers the employees in the bargaining units described in Appendix B, (Bargaining Units Represented by the Coalition Exclusive Bargaining Representatives) represented by the Coalition Exclusive Representatives described in Appendix A, but it does not cover any statutorily excluded positions or any positions excluded in Appendix B. The titles of the classifications listed in Appendix B are listed for descriptive purposes only.

X.2 If the Public Employment Relations Commission certifies a new bargaining unit in general government during the term of this Agreement and the exclusive bargaining representative represents fewer than a total of five hundred (500) employees, the terms of this Agreement will apply.

Note: this is subject to the approval of the State's Appendix A and B.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

SAFETY AND HEALTH

X.1 It is to the mutual benefit of the Employer and the employees that safe work practices are followed. The Employer, Employee and Union have a significant responsibility for workplace safety.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act. (WISHA). It is agreed that the WISHA regulations now and hereafter amended will continue to be complied with by both parties. Reference: <http://www.lni.wa.gov/rules/wacs.html>

B. Employees will comply with all safety practices and standards established by the Employer and will report unsafe working conditions immediately. The Employer will investigate reported unsafe working conditions and take appropriate action.

C. The Union will work cooperatively with the Employer on safety related matters and encourage employees to work in a safe manner.

X.2 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, and training necessary for employees to perform their job.

For the Employer:

For the Union:

Steve McLain
Chief Spokesperson

Date

Rhonda Fenrich
Chief Spokesperson

Date

TENTATIVE AGREEMENT

ARTICLE ____
SAVINGS CLAUSE

X.1 If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

X.2 If it is determined by the Department of Personnel (consistent with the intent of RCW 41.80.906) that the new SAP Human Resource Management System cannot support the implementation of any provision of this Agreement by July 1, 2005, the parties will reopen that subject.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

SENIORITY

X.1 Definition

A. Seniority for full-time employees will be defined as the employee's length of unbroken state service. Seniority for part-time or on call employees will be based on actual hours worked. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when leave without pay is taken for:

1. Military leave or United States Public Health Services,
2. Workers' compensation,
3. Government service leave and leave to enter the Peace Corps, not to exceed 2 years and one month,
4. Educational leave, contingent upon successful completion of the coursework, and/or
5. Reducing the effects of layoff.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward to an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Article X, Layoff and Recall will not be deducted from the calculation of seniority. Employees who are separated from state service due

1 to layoff, and are reemployed within two (2) years of their separation date will
2 not be considered to have a break in service.

3
4 B. For the purposes of layoffs, a maximum of five (5) years' credit will be added
5 to the seniority of permanent employees who are veterans or to their
6 unmarried widows or widowers, as provided for in RCW 41.06.133 (13).

7
8 **X.2 Ties**

9
10 If two (2) or more employees have the same date, ties will be broken in the
11 following order:

- 12
13 1. Longest continuous time within their current job classification;
14
15 2. Longest continuous time with the agency; and
16
17 3. By lot.
18

19 **X.3 Seniority List**

20
21 The Employer will prepare and post a seniority list and provide a copy to the
22 union by September 15 of each year. The list will be updated annually and will
23 contain each employee's name, job classification and seniority date. Employees
24 will have thirty (30) calendar days in which to appeal their seniority date to their
25 Human Resource Office, after which time the date will be presumed correct.

26
27 **X.4 Application**

28
29 This Article will apply prospectively. Employees will retain their current
30 unbroken state service date, which will become their seniority date.

31
32 For the Employer:

For the Union:

33
34
35 Steve McLain Date
36 Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

SEVERE INCLEMENT WEATHER AND NATURAL DISASTER LEAVE

- X.1 If the Employer decides that a state office or work location is non-operational due to severe inclement weather or natural disaster, the following will apply:
- A. Non-emergency (or emergency if applicable) employees may be released with no loss of pay during the disruption of services.
 - B. Non-emergency (or emergency if applicable) employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services.
 - C. If affected state offices or work locations are reasonably believed to be temporarily non-operational, employees will be allowed to utilize accrued leave for up to four weeks. The employee's leave will be charged in the following order:
 - a. Any earned compensatory time, unless this would result in the loss of their vacation leave;
 - b. Any accrued vacation leave;
 - c. Accrued sick leave, up to a maximum of three (3) days in any calendar year;
 - d. Leave without pay.
 - D. At the discretion of the employer, if after four weeks, the state office or work location is still non-operational, non-emergency employees may be subject to a temporary reduction of work hours or temporary layoff consistent with Sub-section X.5 of the Layoff and Recall Article of this Agreement.

1
2 X.2 If a work location remains fully operational but an employee is unable to report to work
3 or remain at work because of severe inclement weather or a natural disaster, the
4 employee's leave will be charged in the following order:

5
6 A. Any earned compensatory time, unless this would result in the loss of their vacation
7 leave;

8 B. Any accrued vacation leave;

9 C. Leave without pay.

10
11 Although the types of paid leave will be used in the order listed above, and each type of
12 paid leave will be exhausted before the next is used, employees will be permitted to use
13 leave without pay rather than vacation or sick leave at their request.

14
15 X.3 Employees who report to work late due to severe inclement weather or a natural disaster
16 will be allowed up to one (1) hour of paid time. Section X.2 will apply to any additional
17 late time.

18
19 For the Employer:

For the Union:

20
21
22
23 _____
24 Steve McLain Date
25 Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

SHARED LEAVE

X.1 State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave, or a personal holiday. For purposes of the state leave sharing program, the following definitions apply:

- A. Employee means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. Employee's relative is limited to the employee's spouse, child, stepchild, grandchild, grandparent, or parent.
- C. Household members are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- D. Severe or extraordinary condition is defined as serious or extreme and/or life threatening.

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E. Service in the uniformed services means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

F. Uniformed services means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

X.2 An employee may be eligible to receive shared leave under the following conditions:

- A. The employee's agency head determines that the employee meets the criteria described in this section.
- B. For work related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW if the employee qualifies under subsection X.3 A. 1.
- C. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under subsection X.3 A. 1.

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D. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under subsection X.3 A. 2.

E. Donated leave is transferable between employees in different state agencies with the agreement of both agency heads.

X.3 An employee may donate vacation leave, sick leave, or personal holiday to another employee only under the following conditions:

A. The receiving employee:

1. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
2. The receiving employee has been called to service in the uniformed services.

B. The illness, injury, impairment, condition, or call to service has caused, or is likely to cause, the receiving employee to:

1. Go on leave without pay status; or
2. Terminate state employment.

C. The receiving employee's absence and the use of shared leave are justified.

D. The receiving employee has depleted or will shortly deplete his or her:

- 1 1. Vacation leave and sick leave reserves if the employee qualifies
- 2 under subsection X.3 A. 1; or
- 3
- 4 2. Vacation leave and paid military leave allowed under RCW
- 5 38.40.060 if the employee qualifies under subsection X.3 A. 2.
- 6
- 7 E. The agency head permits the leave to be shared with an eligible employee.
- 8
- 9 F. The donating employee may donate any amount of vacation leave
- 10 provided the donation does not cause the employee's vacation leave
- 11 balance to fall below eighty hours. For part-time employees, requirements
- 12 for annual leave balances will be prorated.
- 13
- 14 G. Employees may not donate excess vacation leave that the donor would not
- 15 be able to take due to an approaching anniversary date.
- 16
- 17 H. The donating employee may donate any specified amount of sick leave
- 18 provided the donation does not cause the employee's sick leave balance to
- 19 fall below one hundred seventy-six hours after the transfer. For purposes
- 20 of sick leave donation, a day equals the donor's monthly sick leave
- 21 accrual.
- 22
- 23 I. The donating employee may donate all or part of a personal holiday. Any
- 24 portion of a personal holiday that is not used will be returned to the
- 25 donating employee.
- 26
- 27 X.4 The agency head will determine the amount of donated leave an employee may
- 28 receive and may only authorize an employee to use up to a maximum of two
- 29 hundred sixty-one days of shared leave during total state employment, except that
- 30 a nonpermanent or on-call employee who is eligible to use accrued leave or
- 31

1 personal holiday may not use shared leave beyond the termination date specified
2 in the nonpermanent or on-call employee's appointment letter.
3

4 X.5 The agency head will require the employee to submit, prior to approval or
5 disapproval, a medical certificate from a licensed physician or health care
6 practitioner verifying the severe or extraordinary nature and expected duration of
7 the condition when the employee is qualified under subsection X.3 A. 1. The
8 agency head will require the employee to submit, prior to approval or disapproval,
9 a copy of the military orders verifying the employee's required absence when the
10 employee is qualified for shared leave under subsection X.3 A. 2.
11

12 X.6 Any donated leave may only be used by the recipient for the purposes specified in
13 this section.
14

15 X.7 The receiving employee will be paid his or her regular rate of pay; therefore, one
16 hour of shared leave may cover more or less than one hour of the recipient's
17 salary. The calculation of the recipient's leave value will be in accordance with
18 Office of Financial Management policies, regulations, and procedures. The dollar
19 value of the leave is converted from the donor to the recipient. The leave received
20 will be coded as shared leave and be maintained separately from all other leave
21 balances.
22

23 X.8 All forms of paid leave available for use by the recipient must be used prior to
24 using shared leave when qualified under subsection X.3 A. 1. All forms of paid
25 leave, except sick leave, available for use by the recipient must be used prior to
26 using shared leave when qualified under subsection X.3 A. 2.
27

28 X.9 Any shared leave not used by the recipient during each incident/occurrence as
29 determined by the agency director will be returned to the donor(s). The shared
30 leave remaining will be divided among the donors on a prorated basis based on
31

1 the original donated value and returned at its original donor value and reinstated
2 to each donor's appropriate leave balance. The return will be prorated back based
3 on the donor's original donation.

4
5 X.10 All donated leave must be given voluntarily. No employee will be coerced,
6 threatened, intimidated, or financially induced into donating leave for purposes of
7 this program.

8
9 X.11 The agency will maintain records which contain sufficient information to provide
10 for legislative review.

11
12 X.12 An employee who uses leave that is transferred under this section will not be
13 required to repay the value of the leave that he or she used.

14
15
16 For the Employer:

For the Union:

17
18
19 _____
20 Steve McLain
21 Chief Spokesperson

Rhonda Fenrich
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

SICK LEAVE

X.1 Sick Leave Accrual

Full-time employees will accrue eight (8) hours of sick leave under the following conditions:

- A. The employee must be employed for fifteen (15) calendar days or more during the month.
- B. Any leave without pay taken during the month will not be counted toward the fifteen (15) calendar day eligibility requirement.
- C. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.
- D. Sick leave credit for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

X.2 Sick Leave Use

Sick leave will be charged in 1/10th of an hour increments and may be used for the following reasons:

- A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.

B. Care of family members as required by the Family Care Act, Chapter 296-130 WAC, including care of a family member for illness, injury, and medical or dental appointments.

C. A death of any relative that requires the employee's absence from work. Sick leave use for bereavement is limited to five (5) days or as extended by the agency for travel. Relatives are defined for this purpose as spouse, significant other, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse or significant other.

X.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes

The Employer may allow an employee who has used all of his or her sick leave to use compensatory time or vacation leave for sick leave purposes.

X.4 Restoration of Vacation Leave

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

X.5 Sick Leave Reporting and Verification

An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee will notify his or her supervisor at least two (2) hours prior to his or her scheduled time to report to work. If the employer suspects abuse, the Employer may require a written medical certificate for that sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

X.6 Sick Leave Annual Cash Out

Each January, employees are eligible to receive cash on a one (1) hour for four (4) hour basis for ninety-six (96) hours or less of their accrued sick leave, if:

A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;

B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and

C. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

X.7 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for his or her total sick leave balance on a one (1) hour for four (4) hour basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system. In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree sick leave cash out described above.

X.8 Reemployment

Former state employees who are re-employed within five (5) years of leaving state service will be granted all unused sick leave credits they had at separation.

For the Employer:

For the Union:

Steve McLain
Chief Spokesperson

Date

Rhonda Fenrich
Chief Spokesperson

Date

TENTATIVE AGREEMENT

ARTICLE _____

STRIKE AND LOCKOUT PROHIBITION

X.1 Strikes, slowdowns, work stoppages or any other interference with the performance of work by the employees are prohibited.

X.2 The Employer may discharge and/or discipline any employee who violates section X.1. No employee shall be entitled to pay and/or benefit from the period in which he/she engaged in any strike, slowdown or work stoppage.

X.3 Nothing contained here in shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

X.4 No lockout of employees shall be instituted by the Employer.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

Article _____

Training and Employee Development

- X. 1 The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' ability to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.
- X.2 Participation in education and/or training programs required by Management will be compensated as time worked. Management will pay for all required training as determined by agency policy.
- X.3 Management may approve additional training or education courses. When approved the agency will pay costs in accordance with agency policy. If an employee's request for training is denied a reason for the denial shall be provided to the employee.
- X.4 The Employer will provide or make available, and the employees will participate in training approved by management in order to maintain their professional skills, standards and proficiencies as established by the agency and their profession.
- X.5 The Department of Corrections Master, Mates and Pilots and the Department of Fish and Wildlife Teamsters Enforcement Sergeants will participate in agency provided or approved training to maintain agency required certification.
- A. Masters, Mates and Pilots: Each Marine employee who successfully completes a Management required course will be eligible for reimbursement. These courses may include, but not be limited to STCW,

HAZWOPER, TPIC, first aid, radar, bridge management, fire training and safety courses.

X.6 Employees will not lose work time if approved to attend a professional conference. Travel and other expenses will be reimbursed in accordance with Article X of this agreement.

X.7 The Department of Fish and Wildlife will continue to maintain online search engines such as, Biosys, for employee use, as well as one professional journal per program per region. The Department will fund employee attendance at professional conferences when beneficial; subject to Department budgeting and needs. The Department recognizes the mutual benefit and encourages employee presentation of technical papers of original research at professional conferences.

X.8 The Department of Veteran's Affairs will request continuing education approval recognition for appropriate DVA in-service programs. Both parties recognize that because of the unique responsibilities of nurses, they must have the opportunity for substantial continuing education in order to provide quality service. When the workload permits, nurses will be granted, upon request, (3) days, and may be granted up to ten (10) days per year to attend work-related professional training.

X.9 The Washington State Patrol will pay for employees to belong to the Association of Professional Safety Communications Officials International and to attend organization meetings on work time.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

TRAVEL

Employees will be reimbursed for any authorized travel expenses (e.g. mileage, lodging and/or per diem), in accordance with the regulations established by the Office of Financial Management and agency policy.

For the Employer:

For the Union:

Steve McLain Date
Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

UNIFORMS, TOOLS AND EQUIPMENT

X.1 Uniforms

As established by current practice the Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance.

X.2 Tools and Equipment

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action.

X.3 International Organization of Masters, Mates and Pilots

Management and the Union agree that a professional image is important. All staff are expected to maintain personal appearance consistent with each employees job duties.

All marine personnel shall be required to wear a standard uniform at all times while on duty consisting of:

- A. Black trousers (no jeans),
- B. White polyester/cotton blend shirt for vessel operators and medium gray cotton shirts for shipyard personnel,
- C. Black dress shoes or boots with dark hosiery; and

D. Black hat/cap with insignia as designated by Management.

1. Vessel operators shall wear a captain's hat designated by Department of Corrections.
2. Shipyard personnel shall wear a baseball cap designated by Department of Corrections.

In view of Management requiring the above uniform to be worn at all times while on duty, each permanent Marine employee shall be provided the sum of five hundred dollars (\$500.00). Such sum shall be divided into two (2) equal semiannual payments to be made during the months of April and October of each year. This money shall be utilized for the purchase, cleaning and maintenance of the required uniform. Management will provide temporary, intermittent and probationary employees with a uniform until such time he/she obtains permanent status.

X.4 Washington State Nurses Association

The Employer shall reimburse nurses for clothes irreparably damaged or torn by patients. Such reimbursement will be based on the estimated value of the clothing damaged.

X.5 Teamster Enforcement Sergeants

The Department will provide the necessary equipment to perform assigned work for Sergeants. At a minimum, this will consist of; duty weapons, belts and holsters, shotgun, service ammunition, handcuffs, bulletproof vest, spotting scope, binoculars, and two flashlights.

Each Sergeant will be issued a minimum of three (3) complete winter and three (3) complete summer uniforms as defined by the Department. Sergeants will be issued one pair of non-insulated boots, one pair of insulated boots, one pair of uniform dress shoes, and one pair of hip boots or chest waders if approved by the Captain. The Department will purchase uniform items.

The Department agrees to pay for cleaning, repair or replacement of defective or unserviceable uniform items, unless of negligence on the part of the Sergeant.

X.5 Washington Association of Professional Biologists

The Department of Fish and Wildlife will furnish each field employee with the following items, as needed: Photo ID card, Identifiable apparel, small equipment, such as rain gear winter outerwear and appropriate footwear as required, or cameras to adequately perform assigned duties. Other equipment may be made available as needed.

X.6 International Brotherhood of Electrical Workers

The Department of Labor and Industries will provide inspectors the following clothing as needed: Identifiable vest when needed with L&I logo, a hard hat and liner with L&I logo, coveralls and or logging pants, shop coat as needed, foul weather jacket and pants, cold weather jacket, safety gloves, footwear appropriate for the hazard, two pairs of safety shoes, safety glasses/eye protection (prescription where required). There will be no wearing of L&I provided clothing or safety items for personal use. The department will pay for laundering and maintaining agency purchased coveralls, logging pants and shop coats as needed. The Employer will reimburse employees for destroyed personal clothing.

X.7 United Plumbers and Pipe Fitters

Employees will continue receive the equipment, tools, and safety gear they currently receive.

X.8 Washington State Patrol Communication Association

- A. The employer will attempt to provide each manager's office with the necessary equipment, tools and devices that will allow the manager to carry out his or her daily responsibilities in a productive and business-like manner.
- B. The State Patrol will issue each Manager a cardigan or pull over style communications sweater to be worn with the issued uniform. The sweater

1 may be worn in the communications center or in lieu of the issued jacket,
2 outside the communications center. The option to wear professional
3 civilian attire shall be retained.

4
5 C. Replacement of Employee Owned Equipment

- 6 1. The employer agrees to process an employee claim to repair or
7 replace employee-owned equipment damaged or destroyed beyond
8 normal wear while on duty unless gross negligence can be shown
9 on the part of the employee.
- 10 2. The Employer is only obligated to reimburse the employee for
11 personal property when the employee has received prior written
12 approval to use the personal property while on duty.
- 13 3. Repair or replacement of watches will be for actual cost not to
14 exceed \$30. Other items will be at fair market value.
- 15 4. Claims for damaged eyeglasses or contacts shall be processed
16 through the Department of Labor and Industries.
- 17 5. The employee may submit a sundry claim for repair or replacement
18 of employee-owned equipment damaged or destroyed while on
19 duty with the Department of General Administration Division or
20 Risk Management.

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22
23 For the Employer:

For the Union:

24
25
26
27 Steve McLain Date
28 Chief Spokesperson

Rhonda Fenrich Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

UNION ACTIVITIES

X.1 Staff Representatives

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of staff representatives and the geographic jurisdictions for which they are responsible. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Staff representatives will have access to the Employer's offices or facilities in areas designated by the Employer, to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency.

X.2 Union Stewards/Association Representatives

All references to "stewards" will also refer to Association Representatives.

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current union stewards. The Union will maintain the list. The Employer will not recognize an employee as a union steward if his or her name does not appear on the list.

B. Union stewards will be released during their normal working hours to attend meetings scheduled with management within the steward's designated area or facility, for the following representational activities:

1. Grievance meetings, including attempts at informal resolution, and/or

2. Investigatory interviews and pre-disciplinary meetings, in accordance with Article X, Right to Representation.

The union steward will notify and receive approval from his or her supervisor before attending a meeting. Stewards will receive approval unless there is a compelling reason. Notification will include the approximate amount of time the steward expects the activity to take. Any agency business requiring the employee's immediate attention will be completed prior to attending the meeting. Attendance at meetings during the union steward's non-work hours will not be considered as time worked. Union stewards may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the agency.

- C. If the amount of time a union steward spends performing representational responsibilities is affecting his or her ability to accomplish assigned duties, the Employer will discuss potential remedies with the employee and the union.

X.3 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

The Employer's offices and facilities may be used by the Union to hold meetings, subject to the Agency's policy, availability of the space and with prior written authorization of the Employer.

B. Supplies and Equipment

The Union and its membership will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from agency business.

1 C. E-mail, Fax Machines, the Internet, and Intranets

2
3 The Union and its members will not use state-owned or operated e-mail, fax
4 machines, the Internet, or intranets to communicate with one another.

5 However union stewards may utilize state owned/operated equipment to
6 communicate with the Union and/or the Employer for the exclusive purpose
7 of administration of this Agreement. Such use will:

- 8
9 1. Result in little or no cost to the Employer;
10 2. Be brief in duration and frequency;
11 3. Not interfere with the performance of their official duties;
12 4. Not distract from the conduct of State business;
13 5. Not disrupt other State employees and will not obligate other
14 employees to make a personal use of State resources; and
15 6. Not compromise the security or integrity of State information or
16 software.

17
18 The Union and its union stewards will not use the above-referenced State
19 equipment for Union organizing, internal Union business, advocating for or
20 against the Union in an election or any other purpose prohibited by the
21 Executive Ethics Board.

22
23 X.4 **Bulletin Boards**

24 The Employer will maintain bulletin board(s) or space on existing bulletin boards
25 currently provided to the Union for union communication. In bargaining units
26 where no bulletin board or space on existing bulletin boards has been provided,
27 the Employer will supply the Union with a board or space. Material posted on the
28 bulletin board will be appropriate to the workplace, politically non-partisan, in
29 compliance with state ethic laws, and identified as union literature. Union
30 communications may not be posted in any other location in the agency.

X.5 Union Training

The State agrees to release, with pay, all designated shop stewards and representatives for a bona fide training by the Union, for two (2) days per fiscal year. The stewards/representatives agree to provide their supervisors with fourteen (14) days notice of the date of the training, provided the absence does not cause a workload coverage issue.

For the Union:

For the Employer:

Rhonda Fenrich Date
Chief Spokesperson

Steve McLain Date
Chief Spokesperson

TENTATIVE AGREEMENT

ARTICLE _____

VACATION LEAVE

X.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

X.2 Vacation Leave Credits

After six (6) months of continuous state employment, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and accrual eligibility below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below. Employees cannot use or be compensated for leave accrued during the first six (6) months of employment.

X.3 Vacation Leave Accrual

Full-time employees will accrue vacation leave according to the rate schedule below under the following conditions:

A. The employee must be employed for fifteen (15) calendar days or more during the month.

B. Any leave without pay taken during the month will not be counted toward the qualifying fifteen (15) calendar days.

C. Holidays for which the employee is otherwise eligible that fall within the qualifying fifteen (15) days count toward the minimum requirement.

D. Vacation leave accrual for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

X.3 Vacation Leave Accrual Rate Schedule

Full Years of Service		Hours Per Year
During the first year of current continuous employment		Ninety-six (96)
During the second year of current continuous employment		One hundred four (104)
During the third and fourth years of current continuous employment		One hundred twelve (112)
During the fifth, sixth, and seventh years of current continuous employment		One hundred twenty (120)
During the eighth, ninth, and tenth years of total employment		One hundred twenty-eight (128)
During the eleventh year of total employment		One hundred thirty-six (136)
During the twelfth year of total employment		One hundred forty-four (144)
During the thirteenth year of total employment		One hundred fifty-two (152)
During the fourteenth year of total employment		One hundred sixty (160)
During the fifteenth year of total employment		One hundred sixty-eight (168)
During the sixteenth year of total employment and thereafter		One hundred seventy-six (176)

X.4 Vacation Scheduling for Master, Mates and Pilots and Washington State Nurses Association

MMP

A. This article applies to all leave that has been requested and approved in advance of the planned absence.

B. A chart will be posted on November 15th of each calendar year that indicates the number of employees within each job classification who may be approved scheduled leave for a given period of time. This chart will be posted in a readily accessible area by classification and shall remain posted until January 1st.

- 1
2 C. Vacations will be scheduled within the limitations of the available relief allocated
3 for each shift. Beginning January 2nd of each calendar year, employees who
4 desire to take their vacation at a specific period of time shall be scheduled a time,
5 based on the longest period of current unbroken state service to request and may
6 be awarded up to three (3) segments of vacations during the time period of April
7 1st through March 31st. A “segment” is one (1) day or contiguous days of
8 vacation leave. Off-shift times to select a vacation shall not be considered as
9 “time worked” for purposes of computing call back or overtime. If an employee
10 is unable to be present during their scheduled time, they may make their choice by
11 telephone or another individual with written documentation of designation, may
12 select a vacation segment(s) for the employee. If an employee fails to select their
13 vacation during his/her assigned time, Management may proceed with scheduling.
14 The employee will be provided an opportunity to select his/her segment(s) from
15 the remaining available dates at a later date when he/she is available.
16 Management will not approve a vacation leave segment when it is known the
17 employee will not have sufficient accrued vacation leave for the segment of time.
18 Local Management will publish the vacation schedule by March 1st.
19
20 D. Nothing in the above paragraphs shall preclude the right of an employee to
21 request vacation leave at any time. Management shall consider said request in
22 relation to program needs and the existing published vacation schedule, both of
23 which take precedence. Any conflicts between two or more employees’ vacation
24 requests, other than those on the above referenced vacation schedule, shall be
25 resolved on a first come, first served basis.
26
27 E. No employee on approved vacation leave shall be required to return to his/her
28 place of employment until the scheduled leave has ended, except in an emergency
29 situation.
30
31 F. Management acknowledges that canceling an employee’s approved vacation
32 segment is an extraordinary action and will not do so if other qualified staff within

the same job classification is available, on an overtime basis or otherwise. Each employee will be granted vacation for the time stipulated on the vacation schedule, except that Management with reasonable notice, may cancel or otherwise adjust vacation periods when it is determined the program of the agency will be adversely impacted by the employee being absent from duty. Employees, whose leave has been cancelled or adjusted, shall be allowed to request alternative leave dates pursuant to Section 4.

F. Accrued vacation time, not to exceed two shifts in any calendar year, shall be granted to an employee with thirty calendar days' written notification by the employee. Such time off must normally be granted provided:

1. Such leave shall be used in increments of not less than one shift,
2. Supervisory denials of the use of such leave are subject to the review of the Superintendent at the employee's written request.

G. Employee requested cancellations of any portion of an approved segment to the annual vacation schedule must be submitted in writing no later than fifteen (15) calendar days in advance of his/her scheduled vacation except in bona fide emergencies. The request is subject to approval by Management, but will not be unreasonably withheld.

WSNA

Posted Vacation Schedule: Employees desiring to take their vacation at a specific period of time shall submit a request no later than February 15th for vacation planned March 1 through the end of February. The requests cannot exceed the amount of vacation leave an employee would be able to accrue by the time of the requested leave.

In scheduling vacations, each employee, by seniority, shall be allowed to make a first request of uninterrupted vacation time to be included on the vacation schedule. No second request for vacation will be granted on this schedule until each employee has been afforded the opportunity to make a first request. The same process shall apply to subsequent vacation requests to be included on the posted vacation schedule.

1
2 Employees may request vacation leave at any time on a first come, first served basis,
3 however the posted vacation schedule shall take precedence.
4

5 **X.5 Vacation Scheduling for All Employees**

6 A. Vacation leave will be charged in 1/10th of an hour increments.
7

8 B. Employees who desire to take vacation leave at a specific period of time will submit
9 their requests to their supervisor prior to November 1st for the following calendar
10 year. The supervisor will compile and post the schedule by January 15th.

11 Employees will be granted their requested period of leave by seniority in so far as
12 possible. Should Management be required to cancel previously scheduled annual
13 leave due to an emergency, employees so affected will be given top priority for
14 rescheduling.
15

16 C. Employees may request vacation leave at any time on a first come, first served basis,
17 however the posted vacation schedule shall take precedence.
18

19 D. Employees will not request or be authorized to take scheduled vacation leave if they
20 do not have sufficient vacation leave credits to cover the absence.
21

22 E. For Teamsters: The Department will provide a minimum of one vacation position 52
23 weeks per calendar year in regions 1,2,3 and 5, Likewise, the Department will
24 provide a minimum of two vacation positions 52 weeks per calendar year in regions 4
25 and 6.
26

27 **X.6 Family Care**

28 Employees may use vacation leave for care of family members as required by the Family
29 Care Act, Chapter 296-13 WAC.
30

31 **X.7 Vacation Cancellation**

32 Should the Employer be required to cancel scheduled vacation leave because of an
33 emergency or, affected employees may select new vacation leave from available dates.

X.8 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the agency may grant an exception to the maximum. If the agency grants an exception, the employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.

B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

X.9 Separation

Any employee, who resigns with adequate notice, retires, is laid-off, or is terminated by the Employer, will be entitled to payment for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

For the Employer:

For the Union:

Steve McLain
Chief Spokesperson

Rhonda Fenrich
Chief Spokesperson